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The Solicitors' Journal.

LONDON, APRIL 24, 1875.

CURRENT TOPICS.

THE QUESTION whether the Court of Chancery can entertain a suit against a solicitor for loss occasioned by his negligence, recently came before Vice-Chancellor Hall in a case which will be found in this week's number of the *Weekly Reporter*. The business in respect of which the alleged negligence occurred was not the conduct of a suit or other proceeding in Chancery, with respect to which different considerations might prevail; it was simply the investigation of a title on behalf of intending mortgagees. The Vice-Chancellor's opinion was very distinctly in favour of the view that in such a case the only remedy is by action at law; though he also intimated that if the court had the jurisdiction asserted, it was in its discretion whether it should exercise it or not; and on that ground also, having regard to the facts of the case before him, he decided to allow the solicitor's demurrer to the bill. On principle, there certainly seems no reason why such a case should, at the option of the client, be withdrawn from the forum where complaints of the like nature are satisfactorily tried between persons occupying an analogous relationship to each other. Nor can we see any necessity for stretching the invidious doctrine of "officers of the court" so as to comprise matters in which solicitors are in no way acting as officers of the court, and in which there is no pretence for alleging anything like fraud, and therefore no occasion for the court to interfere, in the interests of the public, for the purpose of superintending the proceedings of the persons to whom it gives a kind of monopoly. This view is, no doubt, opposed to the authority of Stuart, V.C., who, in *Chapman v. Chapman* (18 W. R. 533, L. R. 9 Eq. 276), very strongly expressed his opinion, not only that the Court of Chancery had jurisdiction in such cases, but that "under its improved course of practice, it would seem to be the duty of the court to extend its jurisdiction as far as possible in such cases, and to take cognizance of all well-grounded complaints against the conduct of its officers in the management of the business of their clients, either on bill filed or under its summary jurisdiction." These *dicta*, however, are more than counterbalanced by the recent decision to which we have alluded, and by an unreported case of *Low v. Turner*, decided by Jessel, M.R., on the 3rd of last December, not to mention the almost equally weighty authority to be derived from the absence of cases where the court has exercised such a jurisdiction. Of course where there has been fraud, or where the solicitor has made himself a trustee of his client's money, the case will come within the action of the Court of Chancery; and so also where the dealing between the solicitor and client has been that of a kind of general agency, and it has become necessary to take an account as between principal and agent. To one or other of these cases the only really pertinent authorities cited in the recent case can be re-

ferred; and in those cases the court did not interfere because they were cases between solicitor and client, but because there was fraud, or a trust, or the necessity of the use of its machinery in taking accounts. *Craig v. Watson* (8 Beav. 427) was a case of combined agency and trust; *Smith v. Pococke* (2 W. R. 285, 2 Drew. 197) was a case of account between principal and agent; and all the other cases cited, except the Irish case of *Mare v. Lewis* (Ir. Rep. 4 Eq. 219), which is against the existence of jurisdiction in cases of negligence, were cases in which the complaint made by the client was of negligence in the conduct of proceedings in Chancery. In such cases of negligence it may be more convenient to hold that the court, being better instructed as to its own procedure than a court of law can be, ought not to decline the investigation of the conduct complained of; but it is clear that anything it may have done in such a case, or any expressions that may have fallen from judges, can be of no authority in, and can have no application to, cases where the business transacted was outside the court, and had no reference to any pending litigation.

THE DISCUSSION on the Prittlewell petition in the House of Commons yesterday week settled a point of parliamentary law upon which, strange to say, some uncertainty had previously rested. It is now admitted on all hands that a petition complaining of the conduct of a judge in the exercise of his judicial functions ought to be received by the House. It is well that a rule which ought never to have been doubtful should be clearly established, but it is to be observed that no distinction appears to have been drawn between petitions asking for what amounts to a rehearing of a case already decided by a court of law, and petitions complaining of wrongful and oppressive acts committed by a judge in the course of a trial. The cases in which the House has refused to receive petitions relating to the conduct of judges seem mostly to have proceeded on the ground that it would be highly inexpedient to allow the liberty of petitioning to defeated suitors who prefer to pray for the gratuitous and summary interposition of the House rather than pay for the usual but expensive process of appealing to a higher legal tribunal. Thus in *Mrs. Taaffe's case*, in 1816, in which a petition was rejected, it was clear that the petitioner could have appealed from the decision of the Court of Session of which she complained to the House of Lords, and the Speaker stated that many attempts had been made by persons who had failed before a court of law to accuse the judges in that House, but such attempts had been constantly repelled. So also in *Davison's case*, in 1821, it appeared that the question raised by the petitioner had been brought before the Court of King's Bench on a motion for a new trial, when the judges were unanimous in their opinion of the propriety and legality of Mr. Justice Best's conduct (of which the petitioner complained); and the petition was rejected on the ground that the House was not to be made a court of appeal from the decisions of the tribunals of the country. It is no doubt sometimes difficult to draw the line between cases where the House is asked by a petitioner to sit in judgment upon the decision of a legal tribunal, and cases in which the wrongful conduct of judges is properly brought before the House by petition; but we think it is to be regretted that the existence of the distinction was not more strongly brought out in the recent debate. It is obviously in the highest degree undesirable that an impression should go abroad that the doors of the House are open to any disappointed suitor.

Another matter which seems to us to call for protest is the doctrine which Mr. Disraeli seemed to lay down that in order to the reception of a petition complaining of the conduct of judges it is necessary that the member presenting the petition should announce "that he is prepared to ask the opinion of the House upon its contents." This is the very notion which Mr. Henry Matthews so

vigorously denounced with reference to Mr. Chichester Fortescue's question about the Waterford election petition in 1870; and it imposes a responsibility upon members which will tend to render them excessively cautious in consenting to present petitions complaining of the conduct of judges. It is right that, where no motion is made upon a petition of this kind within a reasonable period after its presentation, the order for the reception of the petition should be discharged; but can it be politic to require that the member presenting the petition shall adopt it, and incur the odium of attacking the judge whose conduct is complained of?

CASES OCCUR, from time to time, in which persons, called upon to fulfil their contracts, raise the defence that such contracts are against public policy. In such cases the most frequent lesson taught by the judges is, that the interests of the public are best served by allowing the widest possible scope to contracts, and then by compelling everybody to perform his obligations. A case of this kind will be found in last week's number of the *Weekly Reporter* (*Printing and Numerical Registering Company v. Sampson*); and it is all the more valuable because there really was a good deal to be said in favour of the view that the contract in question was against the interest of the community. The case was that of a covenant, on the assignment of a patent, that the assignors would transfer all future patent rights to be acquired by them, or any of them, in the invention, or in any invention of a like nature. Some few months after the date of the assignment, one of the assignors took out a patent which the assignee claimed to be within the operation of the covenant; and in a suit for enforcing the assignment of the new patent, the defence of "public policy" was (among other defences) set up. The Master of the Rolls disposed of this defence in the usual summary manner, and there can be no doubt of the correctness of his decision, although the train of reasoning, and the illustrations with which he supported it, appear to us to lack something of the cogency and aptness commonly found in his judgments. There can be little doubt that, to some extent, and in some cases, an inventor who has sold his invention and received the price of it, and has covenanted with his assignee to disclose or assign all future improvements to him without any further compensation, is deprived of that stimulus to perfect his invention which he would otherwise have had. To that extent, therefore, the interest of the public is compromised. But on the other hand, in many cases inventors feel such a pride in their invention that they are only too happy to increase its merits, and in many other cases the effect of selling an invention while still capable of improvement, is to encourage and enable the inventor to persevere in his endeavours; and when, in addition to these considerations, account is taken of the mischief sure to arise from every absolutely unnecessary restriction imposed on the freedom of contract, there can be little doubt that, even in the case of original inventors, public policy dictates that contracts to assign improvements should be held legal and binding. And if this is so in the case of original inventors, it applies with still greater force to the case of persons who are merely dealers in patents, not being themselves inventors. It is perhaps hardly worth while to find fault with the illustrations used by Sir George Jessel in giving judgment in the recent case; and we shall only point out that they seem to us to be hardly pertinent to the matter. Painters, poets, and magazine writers do not get paid beforehand and then covenant for the production of their works. In order to make something like a parallel case to that before the court it would be necessary to imagine such a state of things as would arise if, say, Mr. Tennyson had sold the copyright of the first four "Idylls of the King," and, on the occasion of the sale, had covenanted with the purchaser that all future "Idylls" should belong to him without making further compensation. Unless

modern poets are very unlike most of their predecessors whose biographies have been written, it is hardly too much to say that, under such circumstances, the public would not have been delighted by the frequent issue of fresh "Idylls."

While on this subject we may notice a little difficulty which has been felt by conveyancers as to the frame of the covenant for communicating future improvements to the purchaser of a patent. "It is almost" (say the learned authors of Davidson's *Precedents*, vol. ii. p. 503), if not altogether, impossible to frame any available covenant on this point; for, if the patentee discovered a valuable improvement on his patent, he might keep his discovery to himself till the expiration of his patent rather than impart it to his assignee gratuitously; and a covenant to impart all improvements on terms to be agreed upon at the time would be unnecessary if the parties could agree, and would lead to litigation if they could not." It seems a very palpable suggestion to make the covenant one for assignment of improvements in consideration of sums to be fixed by arbitration; and, if thought necessary, it might be strengthened by a covenant to assign, on similar terms, any patent taken out by the assignor within a reasonable time after the expiration of the first patent.

WE DREW ATTENTION a few weeks ago (*ante*, p. 369) to the inaccuracy of the language employed in the clause (35) of the Agricultural Holdings Bill relating to the extended notice to quit proposed to be enacted by the Bill; to the difficulties likely to arise with reference to the question whether such extended notice must end with some year of the tenancy, and to the absurdity of limiting the operation of the clause to tenancies "not created by lease," which seemed to assume that a lease from year to year was unknown. The Duke of Richmond placed on the notice paper of the House an amended clause, which we presume (though the parliamentary reports in yesterday's daily papers do not refer to it) was substituted in committee, in which these defects are remedied. The new provision runs as follows, the additions being indicated by italics:—"Where a half-year's notice *expiring with a year of tenancy*, is by law necessary and sufficient for determination of a tenancy *from year to year*, a year's notice *so expiring* shall by virtue of this Act be necessary and sufficient for the same."

Another alteration has been made in section 38, which has thrown our contemporary, the *Pull Mall Gazette*, into unwonted raptures. That section formerly provided, in effect, that the Act should not apply to any tenancy current at the commencement of the Act except a tenancy from year to year, or at will, and should not apply to those tenancies if two months' notice to the contrary were given by one of the parties to the other. The substituted clause provides, in effect, that the Act shall not apply to any tenancy taking effect after the commencement of the Act if there is any contract in writing between landlord and tenant, and shall not apply to any tenancy current at the commencement of the Act except to a tenancy from year to year after the end of the first year of tenancy begun and completed after the commencement of the Act; and shall not apply to such a tenancy if there is any contract in writing between landlord and tenant. The effect of this, our contemporary thinks, will be that "both as to subsisting and future contracts of tenancy from year to year the landlord will be put to the alternative of granting a lease or submitting to the compulsory provisions for compensation of the tenant provided by the Act." Our contemporary is mistaken; there is, as usual, a third course open. The effect of this wonderful provision, it appears to us, will simply be that the landlord will compel the tenant from year to year, as a condition of the continuance of the tenancy, to sign a written contract of a few lines excluding the operation of the Act.

SOME STRONG OBSERVATIONS seem to have been made by the magistrates at the recent Middlesex Sessions, *apropos* of Dr. Hardwicke's *fiasco*, on the advantages of legal over medical coroners. We do not, of course, pretend that legal coroners are exempt from the liability to commit errors of judgment, but we think the magistrates were right in regarding it as very unlikely that any legal coroner would have acted as Dr. Hardwicke did in the case referred to. Lawyers are in the habit of examining a field of literature—the law reports—altogether strange to the medical profession; and in a volume probably not to be found in the library at the College of Physicians (11 East, 231), but very familiar to the lawyer, there are to be found some remarks by Lord Ellenborough which cannot have been present to Dr. Hardwicke's mind when he made his visit to the house of the late Sir Charles Lyell. In delivering judgment in *R. v. Justices of Kent* the Lord Chief Justice observed "that there were many instances of coroners having exercised their office in the most vexatious and oppressive manner by obtruding themselves into private families, to their great annoyance and discomfort, without any pretence of the deceased having died otherwise than a natural death; which is highly illegal."

THE ADVANCEMENT CLAUSE.

WHILE the uselessness of most cases of construction of wills is acknowledged on all hands, the great importance of cases in which the courts decide on the true construction of "common forms" can hardly be exaggerated. In the former class of cases the labour of spelling out the testator's meaning generally leads to nothing but the division of the property he has left; one man's nonsense, according to a high authority, being seldom of much use in enabling judges to interpret the nonsense of another. In the latter class of cases, however, everybody, lawyer or layman, is or may become interested, so important is the question—What is, not certainly the nonsense, but the sense of conveyancers, and has their sense found utterance in apt and sensible words?

The construction of a common form has recently been adjudicated upon by the Master of the Rolls (*Lowther v. Bentinck*, 23 W. R. 156, L. R. 19 Eq. 166), and, without at present implying any doubt of the propriety of his decision, we may at once say that he has decided the point in such a manner that the attention of practitioners cannot too soon or too emphatically be called to the case. The form in question was that usually known as "the advancement clause;" and though there were some slight verbal differences between the words used in the will before the court and the words of the form in most general use, it may be taken that the decision goes to the usual form. The facts were, however, somewhat peculiar, and though the judgment was not based on the facts, yet it will be as well for us to state them shortly before commenting on the decision.

The late Earl of Lonsdale, who died in March, 1872, by his will dated in 1871, gave £100,000 (increased by a codicil to £125,000) to trustees upon trust to invest and pay the income to Francis William Lowther during his life, with remainder as he should by will appoint, and in default of appointment for his children attaining twenty-one or marrying, and, in default of children attaining a vested interest, then over; and the testator declared that it should be lawful for the trustees, at any time or times during the life of Mr. Lowther, to levy and raise any part of the trust moneys, stocks, funds, and securities, not exceeding in the whole one moiety thereof, and to apply the same in or towards "the preferment or advancement of F. W. Lowther, or otherwise for his benefit," in such manner as the trustees should in their discretion think fit. At the date of the will Mr. Lowther was a commander in the navy, he was thirty years of age, and had been married nearly three years. At the date of the filing of the bill

Mr. Lowther had incurred losses on the Stock Exchange and in connection with the shares of joint stock companies, and he had met those losses by borrowing £66,500 on the security of certain policies of insurance, his life interest in the legacy of £125,000, and his life interests under two settlements. By this means his whole income, after paying the interest, &c., in respect of his debts, had become reduced to under £800 a year. He was wholly unable out of his own resources to repay the principal of his debts or any of them, and he accordingly asked the trustees of the legacy of £125,000 to raise a moiety thereof and apply the same towards payment of his debts. The trustees were advised that this could be done, and intended to comply with his request. A bill was then filed by the infant children against Mr. Lowther and the trustees, and in this suit the Master of the Rolls held that the power of advancement authorized the intended application of half the settled fund.

Save in so far as it might have affected the strenuousness of the arguments or may diminish the probability of an appeal from Sir G. Jessel's judgment, we are not concerned here with the question whether in the particular case it would not be for the benefit even of the children that the tenant for life should be thus assisted. As he took a general power of appointment by will, it may be that if he had not been assisted the ultimate result would have been to the greater prejudice of the children than would arise from letting him take half the fund at once. As to the remainderman in default of children, he does not appear even to have been before the court.

With respect to the state of the authorities on the point we need merely say that in none of them did the facts bear any similarity to the facts of the recent case. In all of them there was ground for holding that the application of part of the *corpus* to the purpose proposed was in truth an advancement or preferment; and in none was the court called upon to neglect those words and rely on the general expression with which the form usually ends.

The question really is whether the doctrine of *ejusdem generis* applies to the case, that is to say, whether the expression "or otherwise for his benefit" must not be controlled by the preceding words "preferment or advancement." The argument in support of the contention that the doctrine applies is stronger in this than in cases where the ordinary form is used, inasmuch as here the idea of preferment is reduplicated by the use of the two words preferment and advancement: Are these words sign-posts or mere redundancies? When a conveyancer sets himself to draw "an advancement clause" does he mean "a personal benefit clause," and does he merely put in the word advancement or preferment by way of rounding off his sentence? And when a solicitor advises his client to insert the usual advancement clause how does he represent its effect to his client, and how does his client understand him? It may not perhaps be legitimate for the court to be controlled by the general considerations prompted by these questions while deciding on the words of any particular will, but at the same time it can hardly altogether neglect them without shutting its eyes against part of the common stock of knowledge with respect to the dealings of mankind.

It is very true, as the Master of the Rolls said, that the words preferment and advancement are large terms; but they are large, not in the sense of having wide meanings, but in the sense of being applicable to many varieties of circumstances. They are in fact words of a singularly narrow meaning. If used in a clause like the present without any general expression tacked to them, the clause could only mean that the trustees are to have power to expend part of the fund in placing their *certain* trust on the road, or further on the road, to success in life. Indeed—and this is the important point—the words are themselves so narrow that many uses of money can be imagined which would directly tend to push the

beneficiary forward in life, although such uses would not in ordinary parlance be spoken of as applications of the money towards his advancement or preferment. For example, a man might be unable to rent a house near his place of business; and if it could be shown that it would be for his advantage in his business to live near the spot where he carried it on, then the application of part of a trust fund in building him a house might justly be held to be within the spirit of the words preferment or advancement, although it could hardly be said to be within their letter. Instances of this kind might be multiplied indefinitely; and a conveyancer might well think that he was only sweeping in this indefinite class of cases when to the word advancement he added the word benefit.

We have not laid much stress on the particular circumstances of the tenant for life in *Lowther v. Bentinck* at the date of the making of the will, because, as it appears to us, the judgment of the Master of the Rolls was not meant to be based upon them, but to rest upon the canon of construction quoted by him from *Grey v. Pearson* (6 H. L. C. 61), namely, to construe an instrument according to its literal import unless there is something in the subject or context which shows that that cannot be the meaning of the words. Looking at the case, however, from the point of view of its own peculiar facts, it seems to us that a man may well be a commander in the navy at thirty, and yet at some subsequent time find himself in a position where some capital might prefer or advance him; he might come to the bar or go into the Church. Nay, he might be in circumstances where, without some assistance of the kind, it might become impossible for him to continue in his own profession, and he might be obliged by leaving it to abandon all hope of further preferment in it.

No doubt it may be said that in most cases the advancement clause is made use of under different circumstances, and that the case where it is applied to infants and unborn children is distinguishable from the present. It is important, however, to bear in mind that that case has not yet been distinguished; and that whether the construction put upon the clause in the recent case—a construction which amounts, as we have already intimated, to the entire disregarding of the words usually taken as the key to its meaning—is or is not the correct one, and whether it will or will not be followed, it renders it at present equally incumbent on practitioners to consider in each case whether the common form is to be used without modification, and also to bring the question clearly before the minds of intending testators and settlors.

THE AGRICULTURAL HOLDINGS BILL.

I.

THE Agricultural Holdings (England) Bill has passed through committee in the House of Lords, and has been for some weeks before the country, but its reception has not, as yet, been promising. We must say, at the outset, that we attach no weight to the argument from the case of Ireland which has been employed as a conclusive proof that legislative interference between landlord and tenant has become a necessity for this country. The peculiarities of the Irish land system—the fact that the tenant, and not his landlord, had for the most part made the sister island what was added to the soil by way of improvement, and the further circumstance that the effects of conquest, of confiscation, and of religious divisions entered into the question of Irish tenures—excused, nay, justified, the Irish Land Act; and that great measure, considered as a whole, has solved a problem of extreme difficulty, and has had fairly satisfactory results. It would be superfluous to say that hardly one of the grievances of the Irish peasant has existed for ages in Great Britain, or that the relation of landlord and tenant is one of perfect harmony here compared to what it is in Ireland at this hour; and, in truth, the only tangible

reason for legislating in this matter for England has been a notion that our wealthier farmers are not protected enough by law, and occasionally may lose unfairly some part of their capital, and that if they had some better security the produce of the land would be largely increased. It is, therefore, idle to pray in aid the precedent of Ireland in the instance before us; and, indeed, it is right to add that the Government Bill has little in common with the Act of 1870, and is to that potent scheme what a flash in the pan would be to a discharge from the Woolwich Infant. Nevertheless we think this essay a mistake. As at present designed, we do not hesitate to say it will fail to accomplish the only objects for which legislation was sought on this subject; it will not, to any appreciable extent, prevent money that may have been sunk in the land from being diverted from its proper owner; and it will not, in any sensible degree, promote bold and scientific husbandry, or quicken cultivation and extend its area. On the other hand, if we do not greatly err, this Bill, should it pass, will have the bad consequences of measures that hold out specious hopes to large bodies of men and then deceive them; and though its immediate fruits will, we believe, be trifling, its ultimate effects will, not improbably, create a great deal of strife and heartburning, and cause much distrust between landlord and tenant, that relation which, hitherto, has, in this country, been one generally of peace and happiness. More than one clause in this measure, too, seems to us open to special objection, and, as a specimen of composition, it is by no means as precise and accurate as it might have been made.

The first part of the Bill deals with the difficult question of tenants' improvements; and enacts that tenants in this country shall have a right to payment, under certain conditions, beyond existing privileges by law or custom, for what they have added to the worth of the soil. Tenants of "agricultural" or "pastoral" holdings (clause 39) are, when their tenancies come to an end (clauses 4, 5), to have a title to compensation in respect of improvements (clause 5), provided these have been made by the tenant and augment the "letting value" of the farm. The improvements which may be the subjects of claim are divided into three separate classes (clause 6), the first comprising what we may call real and lasting contributions to the freehold, such as drainage, buildings, planting of orchards, and the reclamation of waste; the second, agricultural improvements of a substantial kind, liming, marling, solid boning, and the like; and the third mere enriching the surface of the soil by artificial manures, or oil cake feeding. A varying scale of time is, of course, laid down (clause 8) to determine how long these different improvements shall be deemed to be of use to the landlord, to create a legitimate demand against him, or to have been repaid by continuing possession; and it is declared (clause 8) that a period of twenty years in the case of improvements of the first class, and periods of seven and two years respectively in the case of the second and third class of improvements, shall be considered "to have exhausted the additions made to the value" of the land, and to bar any title to compensation. Moreover (clause 9), improvements* of the first class are not to confer a title to compensation of this kind unless made with the "previous" written "consent" of the landlord, a precaution against what Lord Eldon called improving an owner out of his estate; and (clause 10) security is taken against a possible device of a tricky tenant by providing that the charge for improvements of the third class, that is, for artificial manures and so forth, shall not be calculated on any larger outlay than "the average outlay for the three next preceding years" of the tenancy, or for its whole term if of less duration. The compensation of the tenant is (clause 11) made subject

* Extended by the amendments introduced in committee on Thursday to requiring notice of improvements of the second and third class to be given by the tenant to the landlord.

to reduction in respect of taxes and rent "due or becoming due" to which he is liable, and to the "compensation in respect of waste" which the landlord may obtain by the Bill; and, in further reduction (clause 12), account is to be taken of "benefits given or allowed the tenant" "in consideration of the improvements" claimed. The "amount of the compensation" to be paid the tenant, is (clause 7) to be "a capital sum fairly representing so much of the addition made by an improvement to the letting value of the holding as is unexhausted at the determination of the tenancy."

This scheme of compensation, if viewed apart from what we suspect will make it worthless, is not without merit, though far from perfect. The Bill, however, professes to do more than repay the tenant for his additions to the land; it seems considerably to enlarge the term of tenancies of the most ordinary kind; and (clause 35) it enacts "that 'where a half year's notice' is required to determine tenancies not made 'by lease,' a 'year's notice shall by virtue' of the clause 'be necessary.'" These advantages, especially the wide extension of the current period of a notice to quit, which stands out clear from the rest of the measure, must gratify, at first sight, the farmer; nor is it unjust that we find them balanced by what appear corresponding gains for the landlord. Compensation for improvements is made subject to a large set-off in respect of waste, the meaning of which is carefully defined, and extended beyond its present scope; and (clause 14 †) a landlord, at the end of a tenancy, is empowered to claim from the tenant payment in respect of many acts of deterioration or neglect—breaking up old pasture, overcropping, removing manures, and want of attention to roads and the like—with a proviso that nothing omitted from the clause shall limit a further claim for waste which diminishes "the letting value" of the farm. This claim of the landlord is to be estimated on the same principles as that of the tenant; it is (clause 15) to be "a capital sum fairly representing so much of the diminution of the letting value of the holding as continues" at the end of the tenancy; and in order to guard against reckless demands, and to enable landlord and tenant alike to review their position before making a claim, it is declared (clause 16) that a three months' notice in writing, delivered before a tenancy ceases, shall be a condition precedent to compensation in respect either of improvements or waste.

We now come to the important subject of the machinery for carrying these provisions out, which fills a considerable part of the Bill, from the 17th to the 31st clauses. Compensation of either kind is to be sought, in the event of the disagreement of the parties, in a domestic forum, in the first instance; and arbitrators and umpires—with respect to these a number of careful rules are laid down—are to possess ample powers for considering claims in respect both of improvements and waste, and for awarding the sums payable on account of them. When an award is under £100 † (clause 30), the arbitration is to be final; should it exceed that amount an appeal is to lie to the judge of the county court of the district; but his decision is to close the dispute, and a higher tribunal is not to review it. A few miscellaneous provisions complete what we may call the constructive part of the Bill. On payment of compensation (clause 33), a landlord is given a power of charging the tenant's holding with a sum representing the amount and interest, the county court assessing the charge, with provisos evidently designed to reconcile the rights of tenants for life and those in remainder; but no arrangements are made for enabling landlords to borrow from the Treasury what they may have to pay, an omission which may have no slight results with reference

to the success of the measure. Archbishops, bishops, and beneficed clergymen, and trustees of charities (clause 34) are not, if landlords, to exercise the powers conferred by the Bill without the written approval of the Ecclesiastical and Charity Commissions; and (clause 36) facilities are given for resuming the possession of portions of the land in the hands of tenants, in order to plant and build cottages, and for apportioning the rent accordingly. Clause 40 provides that no tenant shall be entitled in respect of the same improvement to compensation by the Bill and by custom also; and clause 41 contains a general saving as to all pre-existing and vested rights created by law, custom, contract, or otherwise; thus making the Bill, at most, a supplement to landed relations now in existence.

Such is this Bill, in its outline and chief details, so far as regards the claims it creates; and if it stopped at this point it might perhaps deserve favour, if we are to assume that Parliament ought to interfere, on grounds of public policy, in this matter, an assumption we think by no means certain. Practically, however, the measure only builds up in order to pull down at the next moment; it puts forward a plausible scheme, but gives means, nay, supplies inducements, to render it simply a dead letter; and it is for this reason, as we shall endeavour to show, that we think it open to grave exception. What we may term the destructive clauses of the Bill follow close upon its constructive clauses; and there can be no doubt that they would so limit and paralyze the operation of the last, as to reduce them well-nigh to nothingness, and render them all but a mere illusion. To understand this it is only needful to read these enactments and perceive their tendency. It is declared (clause 37) that "nothing in this measure shall prevent a landlord and tenant, or intending landlord and tenant, from entering into and carrying into effect any such agreement as they think fit, or interfere with the operation thereof"; in other words, the whole provisions of the Bill are exposed to the action of unrestricted contract, and may, therefore, be wholly evaded. Again, under clause 38 in its original form, existing tenancies of greater duration than tenancies at will or from year to year, were altogether excluded from the scheme, thus exempting leaseholds of all kinds, and perhaps tenancies for a year certain; and, even as to existing tenancies at will, or from year to year, a notice in writing on the part of either landlord or tenant, given "within two months from the commencement of the law, was to have a similar nullifying effect. Even in its amended form this section leaves all tenancies expressly subject to the operation of excluding contracts. Those who know anything of landed relations cannot have a doubt that, as a general rule, advantage will be taken of this excluding licence, and the very persons are sure to elude the Bill, who in justice, perhaps, ought to be made liable. The Bill, therefore, by its exempting clauses, makes itself almost a complete nonentity; and, as we shall hereafter point out, there are special reasons why this self-annihilation will, in this instance, be probably very thorough and perfect.

In a succeeding article we shall briefly consider how this measure, as we have described it, will be likely to work, and shall indicate the reasons why, in our judgment, it will form a mischievous piece of legislation.

At the Oxford County Court on the 15th inst., the case of *Halliday v. Vine* was heard before Mr. Cooke, Q.C. Mr. Mallam appeared for the plaintiff and the defendant was represented by a Mr. Howe, who stated in reply to the judge's questions that he was managing clerk to a solicitor in Gray's-inn. His honour refused to hear him, and said he would not allow any but solicitors of the court to practise there; "solicitors," he continued, "are heavily taxed, and have to pay for their education, and I will not allow you to encroach upon their rights." Judgment was given for the plaintiff.

* A proposed Government amendment, referred to elsewhere, requires the notice to expire with the year of the tenancy, thus somewhat modifying this clause, but really making no substantial change.

† Very slightly modified by a Government amendment.

‡ Reduced to £50 by a Government amendment.

Recent Decisions.

EQUITY.

DISTRESS AFTER COMMENCEMENT OF WINDING UP OF COMPANY.

In re Traders' North Staffordshire Carrying Company, Ex parte North Staffordshire Railway Company, M.R., 23 W. R. 205, L. R. 19 Eq. 60.

Nothing could apparently be more explicit than the provision of section 163 of the Companies Act, 1862, that "any . . . distress or execution put in force against the estate or effects of the company after the commencement of the winding up shall be void to all intents," but that section is to be read in connection with section 87 of the same Act, which provides that after a winding-up order has been made "no suit, action, or other proceeding shall be proceeded with or commenced against the company except with the leave of the court, and subject to such terms as the court may impose." The combined effect of the two sections has been held to be to enable the court in its discretion to give leave to the creditor to proceed with an execution or distress (see *In re London Cotton Company*, 14 W. R. 575, L. R. 2 Eq. 53; *In re Lundy Granite Company, Ex parte Heavan* (M.R.), 19 W. R. 609 n., L. R. 6 Ch. 463 n.). Then the question arose, On what principles is this discretion to be exercised? Upon this two conflicting views have been entertained by the courts. The late Master of the Rolls in *Re Great Ship Company* (12 W. R. 117), and again in *In re Lundy Granite Company, Ex parte Heavan*, considered that the object of the provisions was to protect the general body of creditors from inequality in the division of assets arising from priority having been gained by a diligent creditor. Upon this view, of course, it follows that, whenever the effect of giving leave would be that the creditor obtaining it would gain an advantage over the other creditors, then leave must be refused.

On the other hand, Turner, L.J., in *Re Great Ship Company* (12 W. R. 139), held that in the exercise of its discretion the court is bound to look at the legal rights of the parties and to the interests, not of one class only, but of each particular class of creditors. "There is nothing in this Act," he said, "to give to general creditors any right to have their interests consulted in preference to the interests of particular creditors whose case comes before the court. It is the duty of the court to hold an even hand over the interests of all parties." Accordingly in *Re London Cotton Company* (14 W. R. 575, L. R. 2 Eq. 53), Lord Hatherley, when Vice-Chancellor, refused to stay execution on a judgment in a *bonâ fide* action obtained before the petition was presented.

The learned Master of the Rolls in *In re Traders' North Staffordshire Carrying Company* has expressed a strong opinion that the discretion of the court in allowing distresses or other like proceedings to be continued after the commencement of the winding up ought to be confined within the narrowest limits, and that in the case of a distress the solitary exception in which leave to proceed should be granted is a distress by a superior landlord, who is in law a stranger, on the effects of a company, such as occurred in *In re Lundy Granite Company*. The learned judge's view that the intention of the Act is to secure the equal distribution of the effects of the company among all its creditors, appears to us, if we may say so, unquestionably right, but it should be observed that the effect of his decision, if generally acted on, will be practically to reverse the doctrine established by the earlier cases with reference to the combined effect of sections 163 and 87. By holding that the result of those sections was merely to impose on the creditor the necessity of obtaining leave to proceed, the courts in effect repealed section 163. By holding that leave to distrain ought never to

be given in a case where the company is tenant to the person distraining, the learned Master of the Rolls has gone far towards reviving that section and rendering nugatory the discretion of the court. The result, as we have said, is, to our thinking, in accordance with the intention of the Act; but are these violent swingings of the pendulum of judicial opinion convenient, or conducive to that certainty which is so much valued by the practitioner?

Pending Legislation.

COUNTY COURTS.

The Bill just introduced by the Lord Chancellor resembles in its general features that brought in last year, and which passed through the House of Lords. Clause 1 proposes to enact that, in any action in a county court for a debt or liquidated money demand exceeding £5, or for the price or value of goods sold and delivered to the defendant, to be used or dealt with in the way of his calling, the plaintiff may either cause to be issued a summons in the ordinary form or (upon filing an affidavit) a summons in the form contained in the schedule, and if the last-mentioned summons be issued it is to be personally served on the defendant, and if he does not, within eight days after service of the summons, give notice in writing to the registrar of his intention to defend, the plaintiff may, after eight days and within two months from the day of service, upon proof of service of the summons, or of an order for leave to proceed as if personal service had been effected, have judgment entered up against the defendant for the amount of his claim and costs, such costs to be taxed by the registrar. The order upon such judgment is to be for payment forthwith, or at such time and by such instalments, if any, as the plaintiff or his attorney shall, in writing, have consented to take at the time of entry of the plaintiff or of the judgment. Where the defendant has given notice of defence, the registrar is to send a letter to the plaintiff stating that the defendant has given notice of his intention to defend. Power is reserved to the judge to let in a defendant who has omitted to give notice of defence, upon an affidavit disclosing a defence on the merits and explaining his neglect, upon such terms as he may think just; and when personal service cannot be effected to give the plaintiff liberty to proceed as if it had been effected.

Section 2 provides that either of the parties to an action or other proceeding may obtain of the registrar summonses to witnesses, to be served either by one of the bailiffs of the court, or by the party or the attorney of the party requiring the summons, or some servant or clerk in the present and exclusive employment of such party or his attorney, with or without a clause for the production of documents.

Section 3 provides that service of process of the court served by the bailiff may be proved by endorsement on a copy of the process under the hand of the bailiff.

Section 4 proposes to enable a county court judge, whether within his district or not, to make any order, or exercise, on an *ex parte* application, any jurisdiction, in any action pending in any of his courts, which, if the same related to an action in one of the superior courts, might be exercised by a judge in chambers.

By section 5 the judge is to be enabled to summon an assessor or assessors to sit with him in the trial of an action, their remuneration to be costs in the cause, unless otherwise ordered by the judge.

By section 6 it is proposed that the remuneration for the duties to be performed under the Act, if any, shall be fixed by the Treasury.

Section 7 provides for the framing of a scale of costs, and section 8 proposes to enact that the appointment of a high bailiff as registrar shall vacate the office of high bailiff held by the appointee.

Notes.

ON THURSDAY the Lords Justices affirmed the decision of the Chief Judge in *Re Shackleton* (23 W. R. 383, noted *ante*, 296). The facts were shortly these:—A trader committed an act of bankruptcy by failing to comply with a debtor's summons, and a bankruptcy petition was thereupon presented against him by the summoning creditor. Two days after the petition had been served on him, the debtor attended an auction, and bought some goods, which, by the conditions of sale, were to be paid for before delivery. Two days before the hearing of the petition, the debtor, who had given no notice of his intention to dispute the adjudication, sent for the goods, and was allowed to remove them without paying for them. The petition was heard on the day appointed and an adjudication was made, the debtor not appearing. The vendor of the goods knew nothing of the bankruptcy proceedings until he saw the advertisement of the adjudication. The debtor had kept the goods in his possession and had made no attempt to deal with them in any way. The question was, whether, under these circumstances, the vendor of the goods was entitled to have them restored to him, and the Chief Judge held that the trustee in the bankruptcy was entitled to retain them. Though the case was a hard one, he thought there was nothing to show any fraud on the part of the purchaser, and that there was no obligation on his part to inform the vendor of the fact that proceedings in bankruptcy had been commenced against him. The Lords Justices also thought the case a very hard one, but they agreed that there is no obligation on an intending purchaser to disclose the state of his circumstances to a person with whom he is dealing. In order to avoid the transaction it must be shown that there had been an actual misrepresentation, or something amounting to it, on the part of the purchaser. Lord Justice Mellish said that he thought the taking away the goods on credit was in effect a representation by the purchaser that he intended to pay for them, and, if it had been shown that he really had no such intention, the representation might have amounted to a fraud. But he might very well have thought that he would be able to make terms with the petitioning creditor, and to pay for the goods, and the fact that he had not attempted to deal with the goods was evidence in his favour that he purchased them in the ordinary course of business, and meant to pay for them. Consequently the title of the trustee must prevail.

IT SEEMS DESIRABLE that the attention of the profession should be called to the provisions of the general rule in bankruptcy of the 26th of May, 1873, the existence of which appears to be generally unknown. It has an important bearing upon the time within which appeals must be brought, and yet it does not appear to be sufficiently noticed in any of the recent text-books. It was, however, soon after its issue, printed in this journal (17 S. J. 715). Rule 143 of 1870 provides that appeals must be "entered with the registrar of appeals within and not later than twenty-one days from the decision or order" appealed from, and this has been interpreted to mean within twenty-one days from the pronouncing, not from the drawing up, of the order (*Ex parte Hinton*, L. R. 19 Eq. 266). Rule 150 provides that "The office for entering bankruptcy appeals to be heard by the Court of Appeal in Chancery shall be closed during the ordinary vacations of the Court of Chancery, and the time during which such office shall be closed shall not be reckoned in the number of days ordered for the entering of appeals to be heard by such Court of Appeal in Chancery." By the rule of the 26th of May, 1873, rule 150 is rescinded, and the following provision is substituted:—"The office for entering bankruptcy appeals shall be open daily throughout the year from ten till four o'clock, except on Sunday, Christmas-day, Good Friday, the Saturday after Good Friday, Monday and Tuesday in Easter week, or any day appointed for a public fast or thanksgiving, and except also on Saturdays, when the office may be closed at two o'clock, and the days on which the office shall be wholly closed shall not be reckoned in the number of days ordered for the entering of appeals." In a case of *Ex parte Hicks*, on Monday last, the Chief

Judge held that an appeal entered on the 23rd of March from an order pronounced on the 26th of February was in time, because the Sundays were not to be counted. The decision was a surprise to the parties, but it appears to be in strict conformity with the rule. The point seems never to have been raised before, and deserves to be noted.

IN THE London Bankruptcy Court on Thursday counsel applied to Mr. Registrar Brougham with reference to the touting system to represent creditors in liquidation, so largely prevalent at the present time. He stated that he understood it was the practice in the liquidation offices, upon production of an affidavit of debt, to supply an office copy of the list of creditors. The creditors were then written to for the purpose of obtaining their proxies to represent them. This practice was made use of to get a list of creditors for touting purposes. The affidavit of debt was not filed, but was handed back, and there were no means of ascertaining whether the applicants were creditors or not. He asked his honour to make an order that no other persons but the debtors, the receiver and manager, and his solicitors, should be allowed to inspect the proceedings. The learned registrar said that the court was fully alive to the evil of touting, but the practice was also often resorted to on the part of receivers and managers, who were appointed on an *ex parte* application made in the interest of debtors. Under all the circumstances he was not prepared to lay down any general rule upon the subject, nor did it come within his province to do so. The court, as he had already stated, was fully sensible of the evil of touting, and he thought it would be very desirable if it could be checked by some rule of practice; but the touting did not prevail more on the part of creditors or unauthorized persons than of debtors and receivers and managers. All were equally concerned in the matter, and in this particular case all he could do was to give an intimation to the officials in the liquidation department that the affidavit of debt tendered by a creditor who desired to inspect or have copies of the proceedings should be also filed.

THE *Gazette des Tribunaux* announces the death, on the 13th ult., of M. Antoine Blanche, *Premier Avocat Général* of the Court of Cassation. For some time his health had been infirm, but not so much so as to give rise to serious apprehension, and the week before his death he had spoken at three sittings of the civil chamber of the court. The news of his sudden death reached the Court of Cassation at the moment after the sitting commenced, and excited great emotion and universal regret. The sitting of the civil chamber, to which he belonged, was suspended in token of grief. M. Blanche rendered long and useful services in the magistracy, which he entered on the 27th July, 1833, undertaking the duties of substitute of the *Procureur du Roi* to the Tribunal of Bernay. He passed through all the grades to the rank of *Premier Avocat Général*, which was conferred upon him on the 2nd June, 1848. He was nominated President of the Chamber of the Court at Rouen by a decree of the 26th of May, 1849; but this appointment was almost immediately rescinded. In 1852, M. Blanche was called to discharge the duties of *Procureur général* to the Court of Appeal at Rheims. Three years afterwards (on the 31st of October, 1855) he was promoted to the office of *Avocat Général* to the Court of Cassation, a post which he retained for sixteen years, until he was appointed *Premier Avocat Général* on the 25th of July, 1871, in place of M. de Raynal, who in his turn was nominated President of the Chamber. M. Blanche, says our French contemporary, had gained the reputation of being a sound lawyer, and his arguments were weighty, accurate, and logical.

THE COMMITTEE of Sheriffs of Scotland on Sir Henry James's Returning Officers Bill have made a report, in which they remark as to the schedules:—"As regards schedule 1 in the present Bill, a little more liberality is shown than was the case last year. But the proposed allowances seem still insufficient, and moreover the peculiarities of the constituencies in Scotland, arising from their geographical position and the conformation of the

country, have not been regarded in framing the schedule. Thus, it is proposed to allow not more than three guineas to each presiding officer, one guinea to each clerk at a polling station, and one guinea to each person employed in counting votes. In many, nay, in most, Scotch counties and district burghs these sums are not adequate payment for the duty done and time employed. In almost every case the presiding officer and poll clerks, and also possibly those employed in counting votes, will be occupied the better part, if not the whole, of two days, and the persons employed in counting votes should be thoroughly reliable persons, and may have to be brought from a distance. The presiding officers and poll clerks must, on the day before the poll, appear before the sheriff, and take the statutory declaration: the presiding officers must then receive their instructions from him, and the books, stamps, ballot-boxes, &c.; they must then travel to their respective stations, where they must take up their lodgings for the night, in order to be able to open the poll at eight o'clock next morning: an allowance for two days in all such cases must be made, or fit persons for the work will not be obtained. But besides these, there are other cases in extensive Highland counties where a whole day will be occupied in travelling from the returning burgh to the polling station. The schedule proposes, where notices relative to the election are required to be published, to allow 'the necessary expenses not exceeding 10s.' At the last Glasgow election the printing and posting up of the notice of the arrangements for the election, containing the directions to voters—an imperative proceeding under the Ballot Act, rules 9 and 10 and second schedule—cost £60 10s. Further, the provisions are inapplicable to the case of Orkney and Shetland, or the Western Islands, in order to manage which expenses must be incurred for steamers, &c.; and in Orkney and Shetland the poll is by law kept open for two days. The necessary expenses of publishing the writ in these islands exceeded, at the two last elections, three times the amount allowed in the schedule of the Bill. In Inverness-shire at last election a steamer was engaged conditionally to carry the stamps and ballot-boxes to and from Lochmaddy, in North Uist (where a polling-place was fixed), at a charge of £100; but the threatened contest did not take place. The presiding officer at that polling-place must travel from there to Inverness with the ballot-boxes, &c., involving the occupation of several days of his time, for which, under the Ballot Act, £3 3s. per day was payable, but under this Bill a single sum of £3 3s. is all that is allowed. This, although an extreme, is by no means a singular case. Indeed, in probably most of the county polling-places in Scotland, the presiding officer would inevitably be occupied two or more days. Even were these cases exceptional, it would be unreasonable to fix maximum charges without regard to them."

The Bill, as altered in Committee, is, we believe, no longer applicable to Scotland, but it is worth while to record these curious instances of the difficulty of laying down a scale of costs which shall be just in all cases.

IN A CASE of *Nightingale v. Perry*, in which counsel moved for a rule to show cause why the damages in a breach of promise of marriage case should not be reduced, Mr. Baron Bramwell, while agreeing that there should be no rule, remarked that had he been on the jury he should have given the plaintiff one farthing and wondered why she brought the action. It was as if she had put her hand into a bag and pulled out the defendant's name. The correspondence was foolish, and the love talked of preposterous. It was fortunate the bargain was not concluded, as the woman wished to enter into a solemn engagement with as little precaution as she would use in taking a week's lodging. He was aware, however, that his opinions were not those universally received.

Lord Coleridge announced in the Court of Common Pleas on Saturday last, that, during the present term, on Wednesday new trials only would be taken, and that on Fridays unopposed motions only would be taken. This, it will be remembered, is the same arrangement as was adopted last term.

MR. HAWKINS, Q.C., ON THE OPERATION OF THE ACTS FOR PREVENTING CORRUPT PRACTICES AT ELECTIONS.

ON Tuesday last Mr. Hawkins, Q.C., was examined before the select committee appointed by the House of Commons to inquire into the operation of the Acts for the Prevention of Corrupt Practices at Elections. He said: I have for some years been engaged in election petitions. In my judgment it would be much more satisfactory to have questions of fact determined, not by a single judge, but by some other tribunal sitting with the judge.

Mr. Serjeant Simon: Do you mean that the facts should be determined by that body independently of the judge, or in connection with the judge?—Mr. Hawkins: I am rather inclined to think that I would allow the judge to take part in the discussion even of matters of fact. My own notion is that two assessors, I would say two members of the House of Commons, sitting with the judge, would form a very good tribunal, and the assessors could agree upon questions of fact apart from the judge.

Mr. Serjeant Simon: Where they differed, would you suggest that the judge should decide?—Mr. Hawkins: I confess that I do not think it is right to leave the decision of questions of fact in the hands of the judge at all. It would be a great relief to the judge to require that he should confine his attention to questions of law. It occurs to me that this is most important in cases where there is a charge of personal bribery against the sitting member. His conviction by the judge subjects him to penalties of a distressing character. He is disqualified for seven years from sitting in the House of Commons or from holding certain offices. It strikes me, therefore, that to leave the power of conviction in the hands of a single judge is a monstrous thing, and I believe the judges themselves would be glad to be relieved from the necessity now imposed on them of determining matters of fact. I remember a judgment in which Mr. Justice Willes himself stated that it was a most painful thing to have such a duty as that cast upon the judge. He, however, accepted the responsibility, seeing that the law did cast it upon him. Save such expressions as that, I have never heard any opinion expressed by the election judges in the matter.

Mr. Serjeant Simon: With regard to the assessors, do you think they would be likely to be influenced by party motives?—Mr. Hawkins: I think not. I think it would be a libel upon the members of the House of Commons to suppose that you could not select gentlemen who would come to an inquiry with their minds uninfluenced and unbiassed.

Upon the same subject in reply to the Attorney-General Mr. Hawkins subsequently said: Perhaps there ought to be three assessors from the House of Commons rather than two. If that were so, and the judgment happened to accord with their political views, I do not think it would have a prejudicial effect. I should prefer three assessors to a jury of twelve men. All election petitions ought, in my opinion, to be tried in London, because there would be a saving of expense, and the cases would be more limited in their dimensions and number of witnesses, while there would not be the excitement created by holding trials in the boroughs where the elections took place. I see no advantage in holding the inquiry on the spot. The expense of counsel would be materially lessened by having the trial in London, and there would be a selection of witnesses. Consequently, the trial would last fewer days, and though the expenses of individual witnesses would be increased, the cost upon the whole would not be increased.

Mr. Serjeant Simon: With regard to the law of agency, do you think that it should be defined by law?—Mr. Hawkins: No, certainly not. The law of agency is, I think, well understood; but the difficulty is in applying it to the facts. Upon the question of agency, I think the judge should put it to the tribunal thus—Do you think that the man charged with the illegal act had authority, either expressed or implied, to go about the work in which the illegal act was committed? because, if he had, the candidate is responsible on the same principle that a master is responsible for the acts of his servant.

Mr. Serjeant Simon: Suppose there is a clear and undoubted political majority in the constituency, and it has been proved that by the act of a constructive agent some single or some two or three acts of corruption have taken place, would you leave it in the power of the judge

to say whether those acts were committed under such circumstances as to raise the presumption that they had been committed to a greater extent, or that they were single isolated acts, and that the choice of the constituency ought not to be affected?—Mr. Hawkins: I do not like the expression "constructive agent." Direct authority and implied authority are derived from having seen a man canvass on my part, and saying nothing and receiving his reports. The inference to be drawn from those facts is that he is my agent, and if once you prove an act of bribery by an agent of the sitting member then, in my judgment, it ought to vitiate the election. It is another question altogether whether it ought to disqualify the sitting member from standing again at another election. That is another thing, but I have no doubt that it ought to vitiate the election.

Mr. Villiers: You are of opinion that the law is defective in this respect now—that a candidate can be unseated without any fault of his own, while the man who has committed the illegal act escapes punishment.—Mr. Hawkins: He cannot be punished summarily, but my suggestion is that there should be a power in the election tribunal to summarily punish immediately after the main issues between the petitioner and the respondent have been closed.

Mr. Villiers: Would you be satisfied with a judge sitting with one or two members of the House of Commons to deal with such an act?—Mr. Hawkins: Yes; and I think that such a course would soon put a stop to acts of this nature. The question upon which the judges hesitate most now are those of doubtful agency—the question of applying the law to the facts.

THE RIGHT TO PETITION PARLIAMENT.

"C." writing to the *Times* from Lincoln's-inn, says, "The righteous and just indignation of the vast majority of the members of the House of Commons has, it is to be feared, hurried them beyond the limits of discretion. Yesternight, on the motion of Mr. Disraeli, it was resolved, by 391 to 11, that the order for the reception of the Prittlewell petition should be read and discharged. It was unanimously admitted—unless, indeed, Mr. Staveley Hill be counted as an exception—that the petition could not have been rejected on the ground that it alleged misconduct on the part of certain judges, and prayed the House to address the Queen for their removal. It was also admitted that the petition, however offensive in form, ought not to be rejected on that account. The petition was, however, rejected because it infringed the privilege of the House in respect of freedom of speech. I agree with Mr. Herschell in thinking that if the petition did offend in this way, however slightly, it might properly be rejected, the rest of the petition not being of a nature to redeem this fault; and I therefore dissent from the arguments of Sir Wilfrid Lawson and Mr. Hopwood that it was injudicious to take notice of this offence. But was the petition a breach of privilege in respect of freedom of speech? What is this privilege? It is asserted in the Bill of Rights "that the freedom of speech and debates or proceedings in Parliament ought not to be impeached or questioned in any court or place out of Parliament;" or, in other words, that whatever a man may say in the House, the House only can call him to account for it. No external tribunal, however august, can sit in judgment upon language used in debate in Parliament. The Prittlewell petition attributed certain language to the Speaker, but did not, as I understand, say that it had been used by him in his place in Parliament; and the privilege of the House does not extend to any extra-parliamentary utterance, even though made by the Speaker. But beyond and apart from this, which may seem, though it is not, a technical distinction, it is to be noticed that the Prittlewell petitioners did not attack liberty in speech in the House of Commons by questioning in any court or place outside the House what had been said inside the House. They came to the House itself, suggesting that the House should take the matter up; and in adopting this method of procedure they recognized, instead of infringing, the privilege of the House. Though no other power can call a member to account for what is said in the House of Commons, the House can, and, in the language of Sir Thomas Erskine May, "the cases in which members have been called to account and punished for words spoken before the House are too numerous to mention. Some have been admonished, others imprisoned, and in the Commons some have even

been expelled." It must be added that the House of Commons has more than once sent a message to the Lords asking the Lords to take notice of and correct language used by individual peers in derogation of the House of Commons. The short conclusion is that the Prittlewell petition did not infringe that privilege of freedom of speech it is supposed to have violated. As it was admitted that it could not have been rejected on any other ground it should have been allowed to lie on the table.

It is impossible to conclude without observing that in determining upon questions of privilege the House of Commons, like the judicial bench in questions of contempt, are judges in their own cause, and should act with the greatest circumspection before coming to a conclusion. It is almost incredible that in this instance the leader of the House of Commons should have invited members to pronounce judgment on a petition which had never been read to them, and the commonest security of justice was treated as if of no account when it ought to have been most jealously regarded."

COSTS OF CRIMINAL PROSECUTIONS.

THE Recorder of Birmingham (Mr. Adams, Q.C.), in his charge to the grand jury at the recent quarter sessions, thus referred to the Treasury minute:—"The subject of the cost of each prosecution was one which affected the grand jury, because ultimately some part of it fell on the borough rate. Her Majesty's Treasury had for some years past instituted a system of supervising the costs in all the jurisdictions of England, and amongst others the borough of Birmingham had to submit to the supervision of the Treasury clerks, and they would find what they had allowed for each prosecution in the borough. He could not precisely tell them how much had been struck off, because that very carefully was left out of the return, and as he did not get directly an account, he had no means of telling what sums had been deducted from the costs of various prosecutions which ultimately fell on the ratepayers of the borough. In Liverpool the Treasury allowed for each prosecution £6 19s. 6d., and in Manchester they allowed £4 9s. 2d. As to why there should be such a discrepancy no explanation was offered. In Birmingham it was £5 1s. 3d.: in Leeds, £6 14s. 2d.: in Bristol, £6 13s. 8d.: and in Wolverhampton, £6. He confessed he was in a position of difficulty to know why there should be such a discrepancy. In Liverpool, where the sessions were held oftener than in any other borough, it was singular that there should be a greater allowance. In Birmingham the sessions were held only four times a year, in Liverpool seven or eight; and one would suppose that where witnesses were kept so long there would be a greater allowance. Somehow or other, in Birmingham the sum was cut down to £5 1s. 3d., and when they considered that that included in all the court fees, the drawing of the indictment, and the expenses of counsel and witnesses, he would ask the grand jury whether they thought it was probable that that could be done, even by contract, at £5 1s. 3d.? It seemed to him not at all probable, and the balance fell on the borough rate. He said this because a document had been circulated from the Treasury which said that in future, instead of carrying out the distinct and positive advice of the late Sir Robert Peel when, as first Lord of the Treasury, he told the House of Commons, in so many words, that the expense of prosecutions would be repaid to the different jurisdictions who had to pay them in the first instance, they would disregard that, and only pay the sum which, after all deductions had been made, was shown to be the average of the cost of the various prosecutions during the last three years. That was not carrying out the policy promulgated by the late Sir Robert Peel, and carried into effect for a considerable number of years fairly, honestly, and legitimately. It was no doubt true, instead of Sir Robert Peel asking the House of Commons to pass an Act of Parliament, he contented himself with making a declaration, and for some years it was carried out liberally and distinctly. Afterwards, from circumstances to which he did not think it necessary to allude, these investigations were made by the Treasury. It was thought that extra allowances were made by the different boroughs and counties, and the Treasury thought it right to investigate the sums that were so paid, and the result had been that a great deal of dissatisfaction had been expressed as to the deductions that had been made through all parts of

England. Unless this was protested against in such a way as to make the Treasury re-consider the whole question, that system of deductions would be perpetuated and legalized in the future. It was the duty of every one who presided in a court of justice so to express himself that it should be clear that, at any rate, the world should know that it was not the borough but the Government who should pay the costs of these prosecutions. He was extremely certain of this, that if the expenses of prosecutions were cut down to the sum that would be allowed in future by her Majesty's Treasury, that the boroughs and counties would say, "We shall never pay these sums, which ought to be paid out of the Imperial Treasury." He for one was distinctly of opinion that the costs of justice were imperial and not local, and that they ought to be charged upon the Imperial Treasury, and the Treasury, if they wished it, could send down their officers to tax the costs in the first instance, but when they were taxed they should be paid directly without any hesitation."

SUMMARY PROCEDURE IN FRANCE.

A CORRESPONDENT of the *Manchester Guardian* gives the following narrative of his experience of the police-courts in Paris:—"My pocket-book and its contents disappeared. Among those contents were bankers' drafts that I was going to get paid when this misfortune befell me. I at once went to a *gardien de la paix* and told him my sad story. He listened to me phlegmatically, and when I had ended advised me to go and tell it o'er again at the nearest police-station. There my declaration was taken down in writing, and I was assured that a search would be made. A few days after the commissary of police of my quarter sent for me. He informed me that though my thief had had time to get over a good deal of ground since I laid my charge against him, that charge had got over a good deal of ground too. The police commissary to whom I had first applied had drawn up a report and sent it to the prefect of police. The prefect had forwarded the report to the public prosecutor, and he in his turn had asked the police commissary for information as to the character, not of the thief, but of the person who brought the charge—of myself. By a piece of good luck my pickpocket was arrested, still in the exercise of his functions. My pocket-book was found in his collection, and I was informed of the fact. I ran to claim it. 'Patience,' was the answer I got; 'your thief is only at the depot of the prefecture.' 'Are then the formalities so long?' I exclaimed. 'We are not at liberty to abridge them. He will first be examined by the judge of the *petit parquet*. Then he will be sent to Mazas, and thence to the great examination. The judge will examine the *dossier* and finally...' 'Finally my pocket-book, my money, my bills will be restored to me?' 'What a hurry you are in! Finally you will be called upon to make a deposition in the presence of the examining magistrate. When he has examined the prisoner, heard your deposition and those of the other victims he has made, written for information about the prisoner to the place of his birth, received the answer and a full account of his preceding criminal career, after the steps for identification he may consider necessary he will transmit the brief to the public prosecutor, who will name a *substitut*, whose business it will be to draw up a prosecuting speech in writing against him. The *substitut* examines the affair in his turn and formulates a conclusion. Then an *ordonnance* will be rendered, the affair will be put upon the roll, and your thief will appear before the correctional tribunal, where you will be cited as a witness.' 'But during all that time can't I have my pocket-book restored to me? My correspondents may fall in business, and then their bills are worthless.' 'It is impossible. Your pocket-book is a *pièce à conviction*. When the sentence is delivered a few formalities will be all that is necessary. You will make a written demand for it, an answer will be sent to you, you will give proofs of your identity, and then your pocket-book will be restored to you. Doubt not of our good-will; all these formalities are compelled by the laws and are absolutely necessary.' For a whole month I passed days with the *juge d'instruction*, the police commissary, at the *parquet*, in court, living in continual anguish for my drafts, and often embarrassed for less sums

than they represented. In spite of the police commissary, I don't think all these formalities really are necessary; and if they are, I should prefer being robbed twenty times in London rather than once in Paris."

MR. SERJEANT BALLANTINE'S DEPARTURE FROM INDIA.

IN departing from Bombay, Serjeant Ballantine was the recipient of honours and marks of popular approval even more decided than those which greeted him on his arrival. The *Times of India* describes the scene at the Apollo Bunder on the evening of Monday, the 22nd of March, as "quite an ovation." A number of persons began to congregate soon after four o'clock; and by five a large crowd had assembled, principally Parsees and Hindoos, lining the road for some distance. Allowing for such numbers as may have been present from habit or mere curiosity, it was evident that a large body had come with the set purpose of paying their respects to the able defender of the Mulharao. Accordingly as the carriage drove up in which the serjeant rode, it was immediately surrounded. The serjeant, with the ladies who accompanied him, was overpowered with flowers and deafening cheers, and a complimentary address, to which some hundreds of signatures were appended, was read to him. The enthusiasm or bad manners of the crowd prevented its being heard by more than two or three, but the great body who missed it will have had an opportunity of reading the following copy:—

"To Serjeant Ballantine.—Sir—As you are departing from these shores, after having with signal ability and independence defended his Highness the Guicowar of Baroda—a Prince in whom the people of this country are deeply interested—against the accusations preferred against him by the Government of India, we, the undersigned inhabitants of Bombay, take this opportunity of thanking you for your exertions on behalf of the said Prince. We request you to accept this little present (a shawl), which we offer in testimony of our gratitude for your valuable labours in this cause, and we bid you a cordial farewell, and wish you every happiness.—Mooktajee Appajee Kamble, Member of the Municipal Corporation, President of the Dongree Dunojeth Subba and Oodhojoo Mandii, and 1,800 others."

Serjeant Ballantine briefly replied, thanking the citizens who thus addressed him for their kindness, and saying that he had tried to do his duty to his Highness, whom he thought hardly used, and he trusted justice would be done in the end. With some difficulty the serjeant found his way to the steam-launch, and embarked. His last view of Bombay was the pier crowded from end to end with natives cheering and waving adieus to himself. Several gentlemen were on board to see him off. The serjeant had also received, before his departure, an address from the Secretary to the Rajkote Association for the promotion of the Establishment of Arya Samaja, enclosing a Sanscrit ode, by Pandit Galloo Lalaji, of which the following is a translation:—

"1. May that great serjeant, who is come from a foreign country on the other side of the ocean, well-versed in legal lore, and himself as it were a great ocean, on account of his great learning, raise the good fortune and prosperity of his Highness the Guicowar, now involved in great calamity.

"2. O just and Almighty God, if the people who serve his Highness with affection and sincerity be fortunate, may this splendid town of Baroda, enjoying great prosperity in former times, wearing a bustling appearance through her numberless elephants, risen on the coast of the ocean of prosperity, and adorned by the presence of a great number of actors, again occupy a very high position by regaining her former splendour.

"3. Seeing her face in the mirror of the snow-white hands of the Europeans, the opulent town of Baroda bewails the calamity of her ruler by shedding tears of pearls which are now in the hands of the Government.

"4. As the word Ballantine, according to Sanscrit, signifies a person possessing mighty strength, the town of Baroda is overwhelmed with joy, giving expression to her hopes in the following words:

"May the great God prove my innocence, and restore me without loss of time to my prosperous condition. Amen."—*Daily Telegraph*.

General Correspondence.

FOREIGN ATTACHMENT IN THE MAYOR'S COURT.

[To the Editor of the Solicitors' Journal.]

Sir,—Permit me a few words on what seems to me an inaccuracy in your last week's leader on this subject, where you speak of "the attachment issuing on a mere affidavit of a debt over which the court has jurisdiction." It has been frequently suggested by myself and others that in deference to the decisions at Westminster, this court should so far limit attachments, but if it be so now, it has only been so for a very short time. The only affidavit required is of an existing legal debt, on which attachment is served on any one found in the city, as you say. Should the Bill you refer to become law, attachments will practically be at an end. As all practitioners know very well, these are never made merely as a substitute for the service of process. On the contrary, the defendant is carefully kept in ignorance of the attachment, for the purpose, not of his appearing in the action, but to force a settlement of the plaintiff's claim.

The Mayor's Court has all the powers of the superior courts for substituted service of process, the sections of all the Common Law Procedure Acts having long since been applied to this court.

I observe the Master of the Rolls has recently decided that the clause in the Mayor's Court Act, 1857, restricting defendants from objecting to jurisdiction except by plea only applies to proceedings in the Mayor's Court itself.

G. MANLEY WETHERFIELD.

1, Gresham-buildings, E.C., April 21.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

On Tuesday the 20th inst., the following question was discussed:—"A testator made various specific devises and a residuary devise of 'all my other property' to A.; one of the specific devises fails. Will the subject of this devise pass to A.?" The question was carried in the affirmative by a majority of eleven votes.

PLYMOUTH, STONEHOUSE, AND DEVONPORT LAW STUDENTS' SOCIETY.

A meeting of this society was held at the Athenæum, Plymouth, on Wednesday, the 14th inst., E. G. Bennett, Esq., in the chair. The moot point for the evening was—"Does the present Government deserve the confidence of the country?" Mr. E. T. Fox (hon. sec.) opened in the affirmative, followed by Mr. W. L. Walkem, and Mr. W. W. Riecard and Mr. W. S. Caunter led the opposition. After speeches from Messrs. Adams, Loge, and others, a division was taken, and the motion was lost by a majority of 4. At the close of the debate Mr. Adams made some observations upon the subject of "Women's Disabilities," and concluded by moving "That, in the opinion of this meeting, it is undesirable that the parliamentary franchise should be extended to women." Mr. Fox seconded. Mr. Loge proposed as an amendment "That, in the opinion of this meeting, it is desirable to extend the parliamentary franchise to unmarried women." Mr. Walkem seconded. The amendment was first put to the meeting, and defeated by a majority of 3, and afterwards the original motion was carried by a majority of 6.

The Court of Common Council on Thursday week, pursuant to notice, proceeded to the election of a Deputy-Registrar of the Mayor's Court from the approved candidates, namely, Mr. Edward Wells Eyles, Mr. Frederick Charles Sydney, and Mr. William Frederick Tileley. The candidates were first reduced to two by show of hands, the result of which was to eliminate Mr. Eyles from the competition. A poll ensued, lasting one hour, and in the result Mr. Sydney was elected to the office by a majority of three votes. The salary is £300 a year.

Appointments, Etc.

Mr. JOHN BLACK, solicitor, of Nottingham, has been elected Clerk to the newly-formed Local Board of Health at Long Eaton.

Mr. EDWARD BOND, barrister, has been appointed Clerk to the Trustees of the Well's Charity at Hampstead. Mr. Bond was called to the bar at Lincoln's-inn in Michaelmas Term, 1871, and is an equity draftsman and conveyancer.

Mr. JOHN CLAXTON BUTTON, solicitor, of 32, Henrietta-street, Covent-garden, has been unanimously elected Clerk to the Vestry of St. Paul, Covent-garden, in the place of Mr. Henry New, resigned.

Mr. JOHN COLE, solicitor (of the firm of Cole, Cole, & Jackson), of 36, Essex-street, Strand, has been appointed Registrar of the Birmingham County Court (Circuit No. 21), in the place of Mr. John Guest, resigned.

Mr. CHARLES J. COLEMAN, barrister, has been appointed Stipendiary Magistrate at Middlesbrough-on-Tea. Mr. Coleman was called to the bar at Gray's-inn in Trinity Term, 1852, and has practised on the Northern Circuit and Liverpool Sessions. He is one of the reporting staff of the *Times*, and has acted as a commissioner for the trial of municipal election petitions.

Mr. LEOPOLD GOLDBERG, solicitor, of 1, West-street, Finsbury-circus, has been appointed a London Commissioner for taking Affidavits in the Court of Exchequer.

Mr. THOMAS JAMES HOOPER, solicitor, of Biggleswade, has been elected Clerk to the Biggleswade Burial Board.

Mr. GEORGE WILLIAM MARSDEN, jun., solicitor, of 37, Queen-street, Cheapside, has been appointed Vestry Clerk of the Parish of St. Martin, Vintry, to act jointly with his father, Mr. George William Marsden, sen.

Sir WILLIAM ROSE, K.C.B., barrister, clerk-assistant of the House of Lords, has been appointed Clerk of the Parliaments in the place of Sir John George Shaw Lefevre, K.C.B., resigned. Sir W. Rose is the son of the late Sir George Henry Rose, a distinguished diplomatist, and grandson of the Right Hon. George Rose, many years President of the Board of Trade. Both his grandfather and his father successively filled the office to which he has now been appointed. He was born in 1808, and was educated at St. John's College, Cambridge, where he graduated as B.A. in 1830. He was called to the bar at the Inner Temple in Easter Term, 1839, having then been for several years a clerk in the office of the House of Lords. He has been clerk-assistant since 1855, and was created a civil Knight Commander of the Bath in 1867. Sir W. Rose is married to a daughter of the late Lord Rendlesham, and is a magistrate for Suffolk, and a deputy-lieutenant of Buckinghamshire.

Mr. HENRY SAUNDERS, senior, solicitor (of the firm of Saunders & Burcher), has been appointed Clerk to the Kidderminster Burial Board, recently formed.

Mr. THOMAS JOSEPH SWORDER, solicitor, of Hertford, has been elected (without opposition) to the Coronership for the Hertford division of Hertfordshire, vacant by the death of his father, Mr. Thomas Sworder. He was admitted in 1868, and had acted for some years as deputy-coroner. He has taken his father's place in the firm of Longmore, Sworder, & Longmore.

Mr. FREDERIC CHARLES SYDNEY, solicitor, of 46, Finsbury-circus, has been elected Deputy Registrar of the Mayor's Court, in the place of Mr. Richard James Pawley, who recently succeeded Mr. Woodthorpe Brandon in the post of registrar of the court. Mr. Sydney was admitted in 1868.

Mr. HORACE WATSON, barrister, Solicitor to the Commissioners of Woods, Forests, and Land Revenues, has been appointed to be one of the three English Members of the Anglo-French Joint Commission on the scheme for a tunnel under the English Channel. The two other English Commissioners are Mr. C. M. Kennedy, of the Foreign Office, and Captain Tyler, R.E., of the Board of Trade. Mr. Watson was admitted as a solicitor in Easter Term, 1848. He was appointed solicitor to the Commissioners of

Woods in January, 1855, and was called to the bar at Lincoln's-inn in Michaelmas Term, 1861.

Sir George Campbell, K.C.S.I., barrister, who has been elected M.P. for the Kirkcaldy district in the Liberal interest, in the place of the late Mr. Robert Reid, is the son of the late Sir George Campbell, of Edenwood, Fifeshire, and is a nephew of the first Lord Campbell. He was born in 1825, and was called to the bar at the Inner Temple in Hilary Term, 1854, being then a member of the Bengal Civil Service. He was for several years a judicial commissioner in Oude, and he was appointed a puisne judge of the Bengal High Court of Judicature in 1862. He was appointed Lieutenant-Governor of Bengal in 1871, and was created a Knight-Commander of the Star of India in 1873. In the latter year he was compelled by the state of his health to resign his office and return to England, and he has since been a member of the Council of the Secretary of State for India. Sir G. Campbell is the author of several articles and pamphlets on the land question, and he is a justice of the peace and deputy-lieutenant of Fifeshire.

We are informed that the office of second clerk to the Lord Mayor has become vacant by the election of Mr. Thomas Holmes Gore as clerk to the Bristol city magistrates. The appointment is worth £400 per annum, and is in the gift of the Court of Aldermen.

Parliament and Legislation.

HOUSE OF LORDS.

April 15.—AGRICULTURAL HOLDINGS (ENGLAND).

The Earl of AIRLIE, on the motion for the second reading of this Bill, said that the provisions as to compensation were rather one-sided in favour of the landowner. The operation of the Bill would, however, give a stimulus to agriculture.—The Marquis of HUNTLY thought that the Bill, if passed in its present shape, would prove a dead letter, because it would be in the power of the landlord or tenant to prevent its coming into operation.—The Duke of SOMERSET said he found fault with almost every clause of the Bill.—After some remarks by the Earl of MALMESBURY, the Earl of MORLEY pointed out that no limit was fixed to the expense which a limited owner might enter into an arrangement with a tenant to go to, and might then charge on the estate.—The Duke of ARGYLL doubted whether any legislation of this kind was necessary, except in the case of limited owners.—Earl GRANVILLE did not consider it a wise thing to propose any Bill on the subject. He did not believe that the great bulk of the tenants and landlords would bring themselves under the operation of the Bill.—The Duke of RICHMOND believed that landlords and tenants would allow themselves to be brought within the operation of the Bill, if it only provided a fair and just compensation. He denied that the limited owner could act in collusion with the tenant in order to create charges on the estate.—The Bill was then read a second time.

COUNTY COURTS.

The LORD CHANCELLOR brought in a Bill to amend the Acts relating to county courts.

April 16.—SUPREME COURT OF JUDICATURE ACT, 1873 (No. 2).

On the motion that this Bill be read a second time, Earl GRANVILLE hoped that the course taken by the Government with reference to the previous Bill would not be erected into a precedent, for it was most inconvenient that a measure introduced into their lordships' House should be withdrawn without previous notice given, and without their lordships having had afforded to them an opportunity of expressing by their votes an opinion as to the best course to be pursued. The responsibility for the action taken rested entirely upon the Government, and could not be laid in any sense upon the House as a body.—Lord REDESDALE maintained that the committee which was formed last year for the purpose of obtaining the opinion of the legal profession in England with regard to the Judicature Bill had performed a most useful service both to Parliament and the

country. As to the course of proceeding next session, as to the Imperial Court of Appeal, he was glad to think that the view which he took with respect to it was one which was gradually gaining ground in public opinion. One of the most important alterations required with regard to the appellate jurisdiction of the House of Lords was that it should be available during the recess, when Parliament was not sitting, and he found that somewhere about 400 years ago, in the reign of Edward III., when Parliament used not to sit regularly from year to year, a law was passed (14 Edw. 3) to prevent such delay, by which it was enacted that a prelate, two earls, and two barons should be named, who were to form a commission to hear and determine causes during the time Parliament was not sitting, with authority to call to their aid the Chancellor, the Justices of the Bench, as well as the King's counsel. And it was enacted that every difficult case that came before it should be reserved until the next meeting of Parliament.—The Marquis of SALISBURY acknowledged the vexation to which the Government was subjected when such a hindrance to its legislation presented itself as they had experienced with reference to the previous Bill, but he did not complain of those by whose action that had been produced, because there had undoubtedly been a remarkable modification of opinion out of doors on that matter, and he was not the least surprised that persons who in 1873 thought the retention of their lordships' jurisdiction was hopeless now entertained a more sanguine expectation.—Earl GREY said that from all he could gather, he was persuaded that if the Government had only persevered with the former Bill they had a very fair prospect of carrying it. If the great bulk of the members on that (the Opposition) side of the House adhered, as he believed they did, to their former opinion, and her Majesty's Government had continued firm, it was beyond doubt that sufficient support could have been commanded on the other side of the House to secure the passing of the Bill. It seemed to him that the manner in which the Bill had been withdrawn was most unfair.—Lord PENZANCE thought that the omission of Scotland and Ireland from the Bill of 1873 had led to all the difficulty which had followed. The committee which had been formed had had for its simple object to ascertain the opinion of the profession, and it was the means of finding out that an opinion which had been supposed to be that of but few persons was in reality very generally entertained. The memorial which was got up was signed, he believed, by about 400 barristers, including a majority of her Majesty's counsel. What there had been amiss in these proceedings he was at a loss to conceive.—Lord SELBORNE disclaimed the notion that he intended to impute to the persons concerned in the agitation against the former Bill anything that was dishonourable or inconsistent with the most perfect purity of motive. But they all knew what could be done by means of associations, and how fictitious and valueless was much of the sort of opinion which in that manner was organized. He believed that 400 barristers, including some Queen's counsel, could have been got to sign a petition that the Judicature Act ought altogether to be repealed if they had thought the change in the House of Commons would have afforded them an opportunity of carrying their point. He still thought it would be a very good thing to try the best sort of scheme of appeals for England, and he had no doubt that in the end Scotland and Ireland would wish that scheme extended to them. He wholly denied that the difficulty with regard to dealing with Scotch and Irish appeals was created by any adroit dealing with the subject with reference to Scotland and Ireland.—Lord O'HAGAN was strongly of opinion that, while it was not advisable to maintain the House of Lords in its present form as the final Court of Appeal, it was possible so to reform and alter it as to make it a perfectly satisfactory tribunal.—The LORD CHANCELLOR, after criticising Lord GRANVILLE's speech, said that he agreed that it was not according to the practice of the House to withdraw a Bill without notice. But he reminded the House that when the question of the withdrawal of the Bill was put no opposition was raised. He did not think that the general feeling of the bar was for the repeal of the Judicature Act. So far as his observation had gone, he thought the bar were entirely in favour of its continuance, and every communication he had had on the present measure approved it.—The Bill was read a second time.

BUILDING SOCIETIES ACT (1874) AMENDMENT.

This Bill was read a second time.

April 19.—INDIAN LEGISLATION.

This Bill passed through committee.

BUILDING SOCIETIES ACT (1874) AMENDMENT.

This Bill passed through committee.

April 20.—BUILDING SOCIETIES ACT (1874) AMENDMENT.

This Bill was read a third time and passed.

HOUSE OF COMMONS.

April 15.—THE PRITTELLWELL PETITION.

On the first order of the day, Mr. DISRAELI moved that the special report on public petitions be read. The report having been read by the clerk at the table, Mr. DISRAELI said: This petition is really two petitions in one. The first part of the petition impugns the conduct of the three judges who presided over the trial at bar of the convict Orton, and concludes with the prayer that this House would address her Majesty to remove those judges from the bench. This is not the first petition in the records of this House in which the conduct of the judges has been impugned. On the 8th of May, 1816, there was a petition of Mrs. Teaffe, complaining that the President of the Court of Session had been guilty of various acts of malversation in the administration of justice. The motion that the petition do lie on the table was negatived. On the 11th of July, 1817, a petition was offered to be presented complaining of the conduct of Mr. Justice Day; a motion was made that the petition should be brought up, but it was by leave withdrawn. On the 22nd of December, 1819, a petition was presented complaining of the conduct of magistrates and praying for inquiry, and it was rejected. On the 23rd of February, 1821, there was a petition of Mr. Thomas Davison complaining of the conduct of Mr. Justice Best in fining him while he was on his defence. That was offered to be presented. There was a division on the motion, and the presentation was negatived. Turning to precedents of modern date, on the 28th of July, 1870, the House was moved that a petition having been presented to this House upon the 10th day of June last, from certain inhabitants of the city of Waterford, containing grave charges against Baron Hughes, one of the judges of the Court of Exchequer in Ireland, in respect of his judicial conduct upon the trial of the late election petition in that city, and praying for inquiry, and no action having been taken thereon by any member of this House, order made on the 10th day of June last that the said petition do lie on the table might be read, and, the same being read, ordered that the said order be discharged; and it was further ordered that so much of the appendix to the report of the Select Committee on Petitions as contained the petition should be cancelled. On the 3rd of July, 1874, notice having been taken that a petition of the Rev. James Thwaytes, Rector of Caldbeck, in the county of Cumberland, which was presented on the 22nd of June last, contained imputations on the conduct of certain judges, and also a statement affecting the social and legal position of individuals, the order made on the 22nd of June last that the petition do lie on the table was read and discharged, and it was ordered that the petition as presented in the appendix to the report of the select committee should be cancelled, and that the petition should be withdrawn. So far as this petition goes in impugning the conduct of the judges, if the gentleman who presented the petition announce that he is prepared, having presented that petition, to ask the opinion of the House upon its contents, I should not, so far as I have gone, oppose the receipt of that petition. The second portion of the petition says that the Speaker had announced that petitions complaining of unfair trial cannot be received, and ends by a prayer that the House will take measures for the impeachment of Mr. Speaker. In the second part of this petition there is involved a violation of the highest privilege of the members of this House, namely, that they should not be called in question by persons out of this House for words which they have used in this House. If this privilege of free speech is not most rigidly and sacredly guarded in this House opportunities may be taken by persons of authority and power—whether they be

monarchs or mobs—to crush the liberty of discussion upon which the liberties of the people and the welfare of this realm mainly depend. Therefore, as this petition contains a gross violation of the privileges of this House by calling into question words used in this House by a member, I move that the order for this petition lying on the table be rescinded. —After some remarks by Col. MAKINS, Sir C. FORSTER, and Mr. P. TAYLOR, Sir C. DILKE said that the precedent in reference to Mr. Justice Best in 1821 had very little bearing on the case. That petition was rejected on a party division, but in the same year other petitions, in which the conduct of ministers was impugned, were also rejected upon party divisions. It was clear from the precedents furnished in that and the three preceding years that it was no uncommon thing to reject petitions on party divisions which would be received now. In 1725 a petition by Lords Oxford and Morpeth alleging gross corruption on the part of a master in Chancery was received by the House; in 1768 the celebrated Wilkes petition was presented and received, but was, after many weeks, declared to be frivolous; in 1779 a petition presented by the freeholders of Middlesex against Lord North, who was then Chancellor of the Exchequer, was received; and in 1804 a petition which was presented alleging that Mr. Justice Fox, who was then a judge of the Court of Common Pleas in Ireland, had been guilty of a gross violation of the rights of the subject was also received.—Mr. HERSHALL said that incalculable mischief might result hereafter if any doubt were to be thrown upon the right of the subject to petition that House in respect of any matter which concerned the administration of justice in this country. He entertained no doubt that it was within the province of any subject of her Majesty to present to that House a petition praying that an address might be presented to the Crown for the removal of any judge whom it was alleged had been guilty of corrupt or improper conduct in his judicial capacity, provided such petition were worded in language respectful to that House, and provided that the statements it contained were germane to the prayer of the petition. It was agreed on all hands that the petition ought not to have been rejected by the House by reason of what the first part of it contained. He understood the right hon. gentleman, however, to ask the House to discharge the order relating to this petition on the ground that the second part of that petition contained matter which amounted to a breach of the privileges of that House by bringing against the right hon. gentleman in the chair charges arising out of his conduct as a member of that House. He thought that the House might safely reject the petition on the latter ground, without in any way imperilling the right of the subject to present petitions relating to the administration of justice.—Mr. STAVELLY HILL thought that there were grounds for rejecting this petition to be found in the first as well as the second part of it.—Mr. WHITBREAD thought such petitions, as that before them ought to be received, and that hon. members presenting them ought not to be required to bring the charges they contained under the special notice of the House. At the same time it would be unjust to the judges and undignified on the part of the House to allow these petitions to remain indefinitely upon the table. If no notice was taken of them within a reasonable time let the Prime Minister move that the charges appeared to be without foundation, and that the petitions be rejected.—After some observations by Sir W. LAWSON, the Marquis of HARTINGTON said he thought it should be distinctly understood that petitions have been already received imputing misconduct, and that no petition will be refused by that House, although making grave and serious charges against judges, so long as it is couched in temperate language. The right hon. gentleman laid down that no petition even couched in proper and respectful language ought to be received unless the member who presented it was prepared to take action on it, but he did not understand that any constitutional authority supported that view.—Dr. KENEALY maintained that there was nothing false or slanderous in the petition.—Mr. BRIGHT said he was ready to vote for discharging the order, limiting himself to the ground of the base and baseless insinuations with regard to the Speaker.—Mr. DISRAELI said that the conclusion at which he and his colleagues

had arrived was that had the petition been confined to impugning the conduct of the judges, it was not for the public interest that such a petition should be rejected; and had the petition been one which simply impugned the conduct of the judges, feeling how important it was that the right of petition should always be respected in that House, and that on no subject more important than the administration of justice could petitions be presented, they should not have hesitated to recommend the House to have accepted the petition; but, on examining that petition, they found matter most offensive to the House, and which invaded that liberty of speech which was the privilege of individual members, and the most valuable privilege of the House. Upon that ground, and that ground alone, he recommended the House to agree that the order for that petition to lie on the table should be discharged.—Mr. Disraeli's motion was put and carried.

April 16.—BREACH OF PRIVILEGE.

Mr. C. E. LEWIS moved that Mr. Goodlake, the printer of the *Times*, be called to the bar of the House.—Mr. DISRAELI moved as an amendment that the Foreign Loans Committee be instructed to report to the House whether the letter of M. Herran was produced and read before the said committee, and under what circumstances, and whether any copy of the letter was communicated to the *Times* and *Daily News*, or either of them.—After a long debate the question was put, and the motion of Mr. Lewis to call Mr. Goodlake to the bar was negatived.—On the amendment of Mr. Disraeli being put as a substantive motion, Sir W. HARCOURT proposed as an amendment that—"It being inexpedient to proceed further in the matter of the order made on Tuesday, April 13, that Mr. Francis Goodlake, printer of the *Times*, and Mr. W. K. Hales, printer of the *Daily News*, should attend at the bar of this House, that the said order be now read and discharged."—Upon a division this amendment was rejected by 231 to 166.—The resolution moved by Mr. Disraeli was then put and agreed to.—Mr. DISRAELI then moved that the order for the attendance of Mr. Francis Goodlake, the printer of the *Times*, and Mr. W. K. Hales, printer of the *Daily News*, at the bar of the House, be read and discharged.—The motion was agreed to.

THE TICHBORNE TRIAL.

Mr. WHALLEY called attention to the petition, signed by Thomas Biddulph and others, praying for the free pardon of Castro, *alias* Tichborne. He entered at great length into the circumstances attending the trial.—Mr. CROSS said that every petition had been examined by himself personally, and the prisoner was treated as every other prisoner was treated. If the complaint was that the defendant had not had a fair trial, that the judges and the jury had been corrupt, and that the judges ought to be removed on account of the way in which the case had been conducted, there was a remedy which was well known. No judges ought to be called upon to sit on the bench and go on day after day administering justice while charges of the gravest possible description were hanging over their heads. He must demand from the hon. member for Stoke, if he meant to proceed with his motion, that it be brought on immediately.—Dr. KENEALY said that if he brought the case before an assembly which had prejudged it, the inevitable result would be utter and lamentable failure. He felt confident that he should be beaten, and he felt equally confident that the people of England would not accept the defeat. He was as sure as he stood in the presence of that illustrious assembly that the morning following the rejection of his motion would carry dismay and rage throughout England.—Mr. BRIGHT held it to be a serious injury to the commonwealth that the confidence of the public should be weakened in the administration of justice, and for this reason he urged upon Dr. Kenealy the imperative necessity of proceeding with his motion.—Mr. WADDY quoted from the *Englishman* passages in which the judges, the Speaker, and the House generally were assailed with abuse. He urged that there should be a criminal information filed against the person responsible for the abominable slanders and the wretched defamations of character of which there seemed to be no end. He hoped the Government would take speedy action in the matter.

April 19.—THE BREACH OF PRIVILEGE.

The Select Committee on Loans to Foreign States, to whom it was referred to report to the House whether a

letter professing to be written by M. Victor Herran, Honduras Minister in Paris, and addressed to the Right Hon. Robert Lowe, chairman of the Committee on Foreign Loans, was produced and read before the said committee, and under what circumstances, and whether any copy of the said letter was communicated by or on behalf of the said committee to the *Times* and *Daily News* newspapers, or either of them, reported that the "letter was orally translated into English by Mr. Kirkman Hodgson, a member of the committee, in presence of the public. After the letter had been thus publicly read the reporters of the *Times* and *Daily News* applied to the chairman in writing to be allowed to see the original letter in order to correct their report. The chairman, acting on behalf of the committee, gave directions that the reporters should see the letter in the committee-room, but should not take it away. No similar application was made by the reporters of any other newspaper. The reporters were allowed to see the letter because, if published, it was better it should appear in a correct form." The report was ordered to be laid upon the table and to be printed.

MR. WHALLEY AND THE JUDGES.

Mr. BULWER said that in the discussion on Friday night, in which the hon. member for Peterborough took part, the hon. member stated that the Lord Chief Justice of England had on several occasions in the course of the trial of *The Queen v. Castro*, addressing the defendant's counsel, asked this question—"Have you considered what a disastrous effect, socially and morally, would follow if, after all that we have heard from these lords and ladies and gentlemen to the effect that he is not Tichborne, the jury should find that he is?" He had heard these words, he might say, with astonishment, and had addressed to the Lord Chief Justice a letter inquiring whether there was any foundation for these statements. He had received a reply in which the Chief Justice said, "You have my authority, and that of my brother judges, for giving the most positive denial to every word of Mr. Whalley's statements. It is not only untrue from beginning to end, but absolutely destitute of the slightest shadow of foundation. I have not only never said what Mr. Whalley imputes to me, but I have never said anything that by the most reckless perversion could be tortured into such a meaning." To the letter was appended the following:—"We fully confirm what has been said by the Lord Chief Justice. Mr. Whalley's statement is entirely without foundation." And that was signed by Mr. Justice Mellor and Mr. Justice Lush.—Mr. WHALLEY regretted that he did not feel himself at once prepared to acquiesce in this contradiction of his statement the other evening, and to express his regret for having inadvertently fallen into an error.

ARTISANS' DWELLINGS.

The House went into committee to resume consideration of the clauses of this Bill.

On clause 15, Mr. GIBSON moved an amendment in the clause to the effect that local rates should mean all rates levied by urban sanitary authorities, and out of which might be paid any expenses incurred under the Sanitary Acts as defined by the Public Health Act, 1872, and the Public Health (Ireland) Act, 1874.—The proposal was agreed to, and the clause as amended was added to the Bill.

On clause 16, Mr. GIBSON moved an amendment which would have the effect of conferring the power of borrowing money for the purposes of the Act upon local authorities, as defined by the amended clause 15.—This was agreed to.—The clause was agreed to, as were also clauses up to 21 inclusive.

On clause 22, which provides that "land" shall include messuages, &c., Mr. HERSHELL proposed as an amendment in page 12, line 4, the insertion of the words "or any right over land."—The amendment was adopted.—On the motion of Mr. GIBSON, amendments in clause 22 were agreed to adapting the clause to the circumstances of Ireland.—The clause was then ordered to stand part of the Bill.

Mr. CROSS, in accordance with the promise made at a previous stage of the Bill, moved clause 8, giving the confirming authority power to modify an authorized scheme.—The clause was agreed to.

Mr. CROSS moved, after clause 12, a new clause providing for an inquiry by the confirming authority on the

refusal of the local authority to make an improvement scheme.—The clause was agreed to.

On the motion of Mr. CROSS, after clause 18, two new clauses were inserted—one regulating the power of the confirming authority as to advertisements and notices, and the other giving the confirming authority power to dispense with notices in certain cases.

Mr. TORR moved the insertion of a clause providing for the appointment of a deputy in case of the unavoidable absence of the medical officer of health.—Agreed to.

Sir S. WATERLOW moved after clause 7, to add:—"If within five years after the removal of any buildings on the land set aside by any provisional order as sites for working men's dwellings, the local authority shall have failed to sell or let such land for the purposes prescribed by the scheme, or shall have failed to make arrangements for the erection of the said dwellings, the confirming authority may order the said land to be sold by public auction, subject to the conditions imposed by the scheme, and to a special condition on the part of the purchaser to erect upon the said land dwellings for the working classes, in accordance with plans to be approved by the local authority, and subject to such other reservations and regulations as the confirming authority may deem necessary."—The clause was agreed to, and added to the Bill.

Some other amendments and the preamble having been agreed to, the Bill was ordered to be reported as amended to the House. The House then resumed.

PUBLIC HEALTH BILL.

This Bill was read a second time.

SALE OF FOOD AND DRUGS.

The House then went into committee on this Bill. Clauses 1 & 2 were agreed to.

On clause 3, Dr. CAMERON moved the omission of the word "knowingly" in the fourth line. If it were necessary in order to obtain a conviction to prove that a vendor of adulterated articles knew they were adulterated it would be impossible to obtain a conviction.—The amendment was ultimately withdrawn.—Sir A. LUSK proposed the insertion in lieu of the word "of," of the words "not exceeding," with a view of leaving it to the discretion of the magistrates whether a lesser penalty than £50 might not be inflicted.—The amendment was agreed to, and the clause was agreed to.

On clause 4, the words "So as injuriously to affect the quality or potency of such drug" were substituted for the words "of a nature injurious to health."—The clause, as thus amended, was added to the Bill.

On clause 5, Lord F. CAVENDISH moved to amend the clause by inserting after the word "appearance" the words "unless such matter is used to conceal the inferior quality of the article."—The amendment was adopted. Clause 5 was then agreed to, upon which the chairman was ordered to report progress.

OFFENCES AGAINST THE PERSON.

This Bill passed through committee, the age of consent in a female being fixed at 13 instead of 14.

SEA FISHERIES ACT, 1868.

Sir C. ADDERLEY brought in a Bill to amend the Sea Fisheries Act (1868).

April 20.—THE COMMITTEE ON FOREIGN LOANS.

Mr. C. E. LEWIS asked the First Lord of the Treasury whether it was his intention to take any step with reference to the special report of the Select Committee on Foreign Loans presented to the House on the 19th inst.—Mr. DISRAELI said he reluctantly voted the other night for the motion of the hon. member for Londonderry. He did not assent to the motion as a punishment to the printers of the newspapers. Since then the House had had recourse to another mode of obtaining the information; and he thought they would hardly regret what had passed, because in future, when the House found itself in a similar perplexing position, it would know that it had a right to apply to the committee to obtain the information which it could furnish. He had no intention of making any motion on the report of the committee.

THE TICHEBORNE TRIAL.

Dr. KENEALY announced that he had placed in the hands of the clerk a copy of the resolution with which he intended to conclude the speech which he hoped to make on Friday.—The following is the notice of motion:—"That an humble address be presented to her Majesty praying her Majesty to be graciously pleased to appoint a royal commission, to consist of members of both Houses of Parliament, to inquire into the matters complained of with respect to the Government prosecution of *The Queen v. Castro*, and to the conduct of the trial at the bar and incidents connected therewith, and certain incidents of the said trial which have occurred subsequent thereto."—Mr. WHALLEY moved that an address be presented for copy of the reports taken in shorthand of the proceedings before the Court of Queen's Bench in the several cases of contempt of court tried and adjudicated in that court in relation to the Tichborne trial. Account of the expenditure incurred in relation to the said trial up to the present date, specifying the amount paid to the witnesses who were examined, and also to witnesses who, although subpoenaed, were not examined, and stating, as in other cases of Crown prosecutions, the sum paid to each of such witnesses. And copy of affidavits sent to the Secretary for the Home Department in relation to the said trial, and especially as to certain statements and conduct of the foreman and other members of the jury.—Mr. WADDY seconded the motion.—Mr. W. H. SMITH said that so far as the shorthand notes of the proceedings in contempt of court was concerned, he had no knowledge of them. As to the actual cost up to the present time the fullest information would be supplied.—Mr. CROSS said, as to the last part of the question, it was not the practice of the Secretary of State to lay before the House papers which were placed in his hands upon which he had to advise the Crown. These communications had always been treated as confidential.—The motion was negatived.

INTESTATES' CHILDREN.

Mr. EARP introduced a Bill to extend to the surviving children of poor widows the benefits of the Act 36 & 37 Vict. c. 52, intitled, "An Act for the relief of widows and children of intestates where the personal estate is of small value."

MUNICIPAL FRANCHISE (IRELAND).

This Bill was withdrawn.

BOROUGH FRANCHISE (IRELAND).

This Bill was withdrawn.

Legal Items.

Mr. Hans H. Hamilton, Q.C., chairman of the County Armagh bench of magistrates, died at Dublin on Tuesday.

It is stated that the Birkenhead County Court judgeship, vacated by the death of Mr. Harden, is not to be filled up.

The members of the Oxford Circuit entertained Mr. Justice Huddleston to dinner on Saturday at Willis's Rooms.

It is stated that Mr. Justice Huddleston has been subpoenaed as a witness in connection with the Norwich election petition.

The stamp duty paid by law students and members of the legal profession in Ireland during the last seven years is returned by Mr. Gripper, Accountant and Comptroller-General, at £17,911. Of this sum the law students contributed on admission £7,175, the barristers £3,490, and the attorneys' apprentices £32,246.

The Dublin correspondent of the *Times* states that notice has been served of an application to be made in the Court of Common Pleas to set aside the Tipperary election petition, on the ground that it was filed against a dead man, and that the court has no jurisdiction where the person returned has died before the presentation of the petition.

It is stated that a law has been passed by the Ohio Legislature, making it a misdemeanour punishable by a fine of not more than fifty nor less than five dollars, to intentionally point or aim a firearm at any person, and a

fine of one hundred dollars, or imprisonment for three months, or both, is imposed, for the discharge of a weapon so aimed, if the party aimed at is not injured, but in case of injury the fine is to be fifty dollars and two years' imprisonment.

"T. H." writes to the *Times* apropos of Mr. Justice Brett and prize fighting:—"It was either in 1828 or 1829, during the summer assizes, that two cases of killing by prize-fighting came before two very remarkable judges at different circuits. One of the judges was Sir John Allan Park. He declared that, if a case of killing came before him, and the prisoner was convicted, he would leave the convict 'to be hanged by the neck.' The other judge was Sir William Draper Best, who admired the pugilistic art, and declared that, so long as that way of settling differences was predominant, we should never hear of stabbing with the knife."

Mrs. Milbank writes to the *Times* as follows:—"Having heard that in a petition presented to the House of Commons these words occur—'That he (the Lord Chief Justice) stated to Mrs. Milbank, wife of Mr. Milbank, M.P. for the North Riding of Yorkshire, several months before the trial took place, that he would send him (the Claimant) into penal servitude when he came before him on his trial'—I beg to say that this statement is utterly untrue, as well as unauthorized. The Lord Chief Justice never spoke to me on the subject of the Tichborne trial but once, which was during the time of the first trial, and then only in answer to some questions put by me to him, and he certainly did not use the language attributed to him."

At the Middlesex Sessions on Thursday Captain Morley after referring to the useless inquest on Sir C. Lyell, said that under the old law the court had a right to disallow the expenses of inquests not properly held, and several judgments had been delivered by the Court of Queen's Bench and other courts upholding that authority. A Bill had, however, been drawn by a coroner which subsequently became law, and which deprived the courts of quarter sessions of the control over coroners' accounts. The salaries were arranged quinquennially according to the number of inquests held, and some of the coroners had increased the number by fifty. He thought that the office of coroner ought to be held by a legal man, as it was a judicial position; that he should be appointed by the Crown, and paid by fixed salary, and not by the number of inquests held.—The Marquis of Salisbury said no doubt there had been a grave abuse of duty by an official within the jurisdiction of that court, and he could not think that they would be performing their duties properly if they entirely passed by the case. He suggested that, there being a difference of opinion between the authorities as to the real state of the law, they should take legal opinion on the point, and so ascertain whether or not the court was bound to pay without demur any charge the coroners made. The words of the statute seemed somewhat ambiguous. Among other provisions it was laid down that the accounts of the coroners had to be certified upon oath, and that the justices, being satisfied as to their correctness, had to pay them. The term "correctness" might be interpreted in different ways, and it would be a matter for the law to decide its proper meaning. The motion was carried.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, APRIL 23, 1875.

3 per Cent. Consols, 93½
Ditto for Account, May 4 93½
3 per Cent. Reduced, 93
New 3 per Cent., 93
Do. 3½ per Cent., Jan. '94
Do. 3½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80—

Annuities, April, '85, 92
Do. (Red Sea T.) Aug. 1908
Ex Bille, £1000, 2½ per Ct. 1 pm.
Ditto, £500, £1 pm.
Ditto, £100 & £500, 1 pm.
Bank of England Stock, 5 per
Ct. (last half-year), 254
Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80, 168½
Ditto for Account,—
Ditto 4 per Cent., Oct. '85, 103½
Ditto, ditto, Certificates—
Ditto Enforced Ppr., 4 per Cent. 92½
Ind. Inf. Pr., 5 p C. Jan. '72

Ditto, 5½ per Cent., May, '79 100½
Ditto Debentures, 4 per Cent.,
April, '64
Do. Do. 5 per Cent., Aug. '73
Do. Bonds, 4 per Cent. £1000
Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	113
Stock	Caledonian	100	105½
Stock	Glasgow and South-Western	100	99
Stock	Great Eastern Ordinary Stock	100	48½
Stock	Great Northern	100	138½
Stock	Do., A Stock*	100	161½
Stock	Great Southern and Western of Ireland	100	107½
Stock	Great Western—Original	100	111½
Stock	Lancashire and Yorkshire	100	139½
Stock	London, Brighton, and South Coast	100	102½
Stock	London, Chatham, and Dover	100	96½
Stock	London and North-Western	100	146½
Stock	London and South-Western	100	115½
Stock	Manchester, Sheffield, and Lincoln	100	79
Stock	Metropolitan	100	86½
Stock	Do., District	100	40
Stock	Midland	100	141½
Stock	North British	100	80½
Stock	North Eastern	100	165½
Stock	North London	100	114
Stock	North Staffordshire	100	70
Stock	South Devon	100	86
Stock	South-Eastern	100	120

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate is unchanged. The proportion of reserve to liabilities has risen from about 38½ per cent. last week to 39½ per cent. this week. The home railway market has been very active, and prices have risen, but on Thursday there was some relapse. The foreign market has been steady, but prices were lower on Thursday. Consols closed on that day 93½ to 4 for money, and 94 for the account.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

PARKER—April 21, the wife of William Parker, solicitor, Cheetham-hill, Manchester, of a daughter.

MARRIAGES.

BOYES—COLES—April 15, at the parish church, Olney, Bucks, William Osborn Boyes, of Barnet, Herts, solicitor, to Susan Annie, youngest daughter of the late Benjamin Coles, of Olney.

DUNN—MARSHMAN—April 21, at St. Jude's, South Kensington, Edward Julian Dunn, of the Middle Temple, barrister-at-law, to Edith, daughter of John Clark Marshman, C.S.I., of Palace-gardens, Kensington.

OTTER—CROSS—April 20, at Weybridge, Francis Otter, of Lincoln's Inn, barrister-at-law, to Emily Helen, daughter of the late William Cross.

DEATHS.

COCKLE—April 17, Henry Cockle, solicitor, of Hare-court, Temple, and Deptford, aged 69.

HARDEN—April 16, at Bournemouth, John William Harden Judge of County Courts, aged 65.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, April 16, 1875.

Hooper, Thomas James, and William Race Raynes, Attorneys and Solicitors, Biggleswade and Potton, Bedfordshire. March 15

Winding up of Joint Stock Companies.

FRIDAY, April 16, 1875.

LIMITED IN CHANCERY.

Alton Coal, Coke, and Iron Company, Limited.—Petition for winding up, presented April 14, directed to be heard before the M.R. on May 1. Torr and Co, Bedford row, agents for Middleton and Sons, Leeds, solicitors for the petitioners.

Brodford Company, Limited.—Petition for winding up, presented April 12, directed to be heard before the M.R. on April 24. Keighley and Co, Philpot lane, solicitors for the petitioner.

Crockford's Auction Hall Company, Limited.—Persons having any claims (other than those who have sent in their claims to the liquidator, and have had notice from him of the allowance thereof, or a communication from him that their claims must be proved or disallowed by him) are required, on or before June 1, to send their names and addresses, and the full particulars of their claims, to George Lyons, Esq, Old Broad st. Tuesday, June 1, at 11, is appointed for hearing and adjudicating upon the said claims.

Davis' Maesteg Merthyr Colliery Company, Limited.—Petition for winding up, presented April 14, directed to be heard before V.C. Bacon on April 24. Nash and Co, Queen st, solicitors for the petitioners.

Flagstaff Silver Mining Company of Utah, Limited.—Petition for winding up, presented April 14, directed to be heard before V.C. Hall on April 30. Young and Co, St. Mildred's court, Foultry, solicitors for the petitioners.

Metropolitan Counties Co-operative Coal Company, Limited.—The M.R. has fixed Monday, April 26, at 12, at his chambers, for the appointment of an official liquidator.

COURTY PALATINE OF LANCASTER.

Parcels and Luggage Company, Limited.—Petition for voluntary winding up, presented April 14, directed to be heard before the V.C., 6, Stone building, Lincoln's Inn, on Tuesday, April 27. Teulmin and Co, Liverpool, solicitors for the petitioner.

TUESDAY, April 20, 1875.

LIMITED IN CHANCERY.

Britannia Engineering Company (Leeds), Limited.—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Henry William Blackburn, Park Lane, Leeds. Tuesday, June 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Catherine and Jane Lead Mining Company, Limited.—The M.R. has, by an order dated March 11, appointed Pullam Markham Evans, Gresham buildings, Easinghall st, to be official liquidator. Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, June 3, at 11, is appointed for hearing and adjudicating upon the debts and claims.

English Condensed Milk Company, Limited.—Creditors are required, on or before May 24, to send their debts or claims to Philip Embury Lockwood and Moritz Boas, Leadenhall st. Wednesday, June 2, at 12, is appointed for hearing and adjudicating upon the debts and claims.

New Merrybent Middleton Tyas Mining and Smelting Company, Limited.—By an order made by V.O. Hall, dated March 12, it was ordered that the voluntary winding up of the above company be continued. Gregory and Co, Bedford row, solicitors for the petitioner. Port of London Wharfe and Warehouses Company, Limited.—Petition for winding up, presented April 16, directed to be heard before V.C. Malins on April 30. Chubb, Frances lane, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, April 13, 1875.

Beable, Ann, Ugborough, Devon. May 8. Pearce v Pearce, M.R. Gribble, Abchurch lane Elliott, Edward George, Plymouth, Devon. Retired Commander R.N. May 11. Lewin v Walton, M.R. Woolcombe, Plymouth May 11. Gilbert, James, St Arvan's Grange, Monmouth. May 8. Gilbert v Price, V.C. Hall. Price, Aberavenny Humphrys, Arthur, Congleton, Cheshire, Gent. May 10. Humphrys v Humphrys, M.R. Challiner, Leek Kinnerley, William Thomas, Catel, Guernsey, Gent. May 31. Kinnerley v Kinnerley, V.C. Malins. Snow, College hill Lloyd, James, Moelganedd, Merioneth, Esq. June 1. Lloyd v Evans, M.R. Hayes and Co, Russell square Milner, William, Ecclesfield, York, Miner. May 11. Milner v Milner, V.C. Bacon. Newman, Barnsley

FRIDAY, April 16, 1875.

Clift, William Gibson, Bermuda way, Wharfing. May 17. Clift v Clift, V.C. Malins. Harrison, Bedford row Coates, John Wind, Pasture House, York, Esq. May 18. Coates v Legard, M.R. Dodds, Stockton-upon-Tees Laws, Charles, Fellows rd, Haverstock hill, Architect. May 14. Clement v Laws, M.R. White, Raymond's buildings, Gray's inn Readdy, James, Harleyford place, Kennington common, Gent. May 7. Horsley v Baddeley, V.C. Malins. Baddeley, Cable st east, Commercial rd Robey, William, Lower East Smithfield. May 10. Robey v Flint, V.C. Bacon. Greig and Mickie, Verulam buildings, Gray's inn

TUESDAY, April 20, 1875.

Blackett, Lancelot Fitzgerald, Headingley, Leeds, Merchant. May 15. Johnson v Blackett, V.C. Malins. Craven, Leeds Mallett, Joseph, Wardour st, Soho, Printer. May 27. Mallett v Hodson, M.R. Taylor, Furnival's inn Marioni, Giuseppe, Upper Thames st, Confectioner. May 20. Marioni v Smart, M.R. Parker and Locke, Finsbury pavement Roe, John Richard, Bridgnorth, Salop, Surgeon. May 19. Roe v Roe, V.C. Malins. Hawksford, Caray st, Lincoln's inn Woodyer, Charles Mason, Margate, Kent, Gent. May 18. Woodyer v McDermott, M.R. Snow, College hill

Creditors under 22 & 23 Vict. esp. 35.

Last Day of Claim.

FRIDAY, April 16, 1875.

Aitkin, William, Liverpool, Stationer. June 1. Stuart, Wigan Algar, John Clift, Shalford, Essex, Farmer. May 15. Smoothy Alley, Rev John Peter de Courcy, Temple Cloud, Bristol. June 1. Hooper, Newgate st Amore, Joseph Figges, Hastings, Sussex, Grocer. June 12. Meadows and Elliott, Hastings Beattie, William, Upper Berkeley st, Doctor of Medicine. July 1. Perkins and Weston, Gray's inn square Blag, Eleanor, Onslow gardens. May 26. Wynne and Son, Lincoln's inn fields Brook, James, Preston, Sussex, Farmer. May 1. Lamb, Brighton Burnett, Rev Thomas, Brighton, Sussex. July 1. Clarkes and Co, Gresham House, Old Broad st Burton, Ralph, Strickley, New Hutton, Westmorland, Farmer. May 8. Arnold, Kendal Christie, Robert, Fulwood park, near Liverpool, Merchant. May 13. Higson and Son, Manchester Clark, James, Lewisham hill, Kent, Doctor of Medicine. June 1. Pattison and Co, Lombard st Cousins, Henry, son, Roath, near Cardiff, Retired Hotel Keeper. May 31. Daltons and Co, Cardiff De Vitre, James Denis, Bedford park, Croydon. May 15. Ford and Lloyd, Bloomsbury square Ellison, John, Southworth-with-Croft, Lancashire, Farmer. June 8. Ashton and Woods, Warrington Fordyce, Lucy, Norman rd, North Bow. May 16. Geaussent, New Broad st

Foster, William, Liverpool, Master Mariner. May 26. Wright and Co, Liverpool Giles, William, Strood, Kent, Steamboat Proprietor. May 31. Bristow, London st, Greenwich Hills, George, Tunbridge Wells, Kent, Gent. May 31. Cripps, Tunbridge Wells Hockin, Henry Edward, Northwoods, Gloucester, Gent. June 1. Gribble and Gouldsmith, Bristol Imeson, Christopher, Woodside, York, Tanner. July 12. North and Sons, Leeds Jeans, Jane, Royal hill, Greenwich. May 31. Bristow, London st, Greenwich Lister, William, Birmingham, Kent Agent. May 17. Smith, Birmingham Milton, Samuel, Tunbridge, Kent, Dairyman. May 31. Cripps, Tunbridge Wells Mulliner, Edward James, Cardiff, Glamorgan, Hotel Keeper. May 24. Heard, Cardiff Plocher, William, Chief Engineer R. N. May 12. Hildroth and Osmanney, Norfolk st, Strand Rickford, Hannah Maria, Oxford terrace, Hyde park. May 31. Palmer and Co, Trafalgar square, Charing cross Rogers, Sarah Williamam, Gamston, Nottingham. June 1. Newton and Jones, East Retford St John, Rev St Andrew Henry, Redhill, Surrey. June 15. Hunters and Co, New square, Lincoln's inn Sheldon, John Thomas, Yardley, Worcester, Gent. May 23. Hodgson Birmingham Stacey, Edmund John Edwards, Brecknock rd, Camden rd, Bankers' Clerk. May 13. Galsdon and Freshair, Bedford st Steel, James, Cheltenham, Gloucester, Doctor of Medicine. June 1. Palmer, Cheltenham Teasdale, Ann, Kendal, Westmorland. May 11. Arnold, Kendal Theobalds, Frederick, The Grove, Hackney, Gent. May 15. Lowless and Co, Martin's lane, Cannon st Warner, Edward, Grosvenor place, Esq. June 1. Sewell and Edwards, Gresham House, Old Broad st Warren, Henry, Milton-next-Gravesend, Kent. June 1. Ayerst Great College st, Westminster Woolston, John, Jun, Rayleigh, Essex, Brewer. May 13. Wood and son, Rochford Wright, Bryce McMurdo, Great Russell st, Bloomsbury. May 31. Strong, Jewin st

TUESDAY, April 20, 1875.

Allenderoff, John Stephen, Alexandra rd, Kilburn. May 23. Barnard and Co, Lancaster place, Strand Ash, Mary, Starcross, Devon. June 1. Ford, Exeter Baker, Mary Ann, Colchester, Essex. May 13. Wittey, Colchester Bilson, David, Newark-upon-Trent, Nottingham, Merchant. June 1. Percy and Co, Nottingham Burgess, John, Edge hill, near Liverpool, Butcher. May 11. Barrow and Cook, St Helen's Clephan, William, Stockton, Durham, Architect. June 1. Dodds and Co, Stockton-on-Tees Coles, Susannah, Marquess rd, Canonbury. May 20. Ruck, Grocer's Hall, Poultry Dent, Lancelot William, King's Arms yard, Esq. June 15. Finch and Co, Gray's inn square Douglas, Daniel, Lythmore, Cumberland, Gent. June 2. Mason, Whitehaven Edwards, William, Spalding, Lincoln, Esq. May 30. Foster, Aldershot Fish, Frederick, Freemantle, Hants, Farmer. May 10. Collins, Winchester Graham, Hannah, Great Berkhamstead, Herts. June 21. Rizons, Gracechurch st Grayson, Jonathan, Potter hill, York, Farmer. May 22. Parker and Son, Sheffield Grundy, John Clowes, Manchester, Publisher. April 27. Brawis, St Hall, John, Ely, Cambridge, Esq. May 31. Archer and Son, Ely Hill, Mary Maria, Cheltenham, Gloucester. June 2. Tanner, Cheltenham Hopkins, Sir John Paul, Windsor Castle, Berks. May 17. Darvill and Co, New Windsor Jones, Richard Mogg, Ashcott, Somerset, Gent. May 26. Mary Goodfellow, Green Bank, Falmouth Laing, William, Sunderland, Durham, Wine Merchant. May 23. Rizon, Sunderland Lincoln, Elizabeth, Alexander square, Brompton. May 24. Anderson and Sons, Ironmonger lane Lobach, William, Wiesbaden, Germany, Gent. May 6. Paine and Hammond, Furniva's inn Lye, Daniel, Buckland, Hants, Esq. June 1. Edgcombe and Cole, Portsea Mason, Mary Margaret, Hereford. June 15. Davies, Hereford Myler, Elizabeth, Meibour, Hertford. June 13. Page, Gray's inn square Pocock, Thomas, Cheltenham, Gloucester, Gent. July 8. Tanner, Cheltenham Richardson, Thomas, Downham, Essex, Farmer. June 1. Woodard, Ingram court, Fechurch st Routh, James, Heath Bank, Wandsworth common, Gent. May 31. Fallows and Brown, Lancaster place, Strand Say, Rosamond, South bridge rd, South Croydon. May 1. Neal, Pinner's Hall, Old Broad st Seaborn, Samuel, Langham, Essex, Gent. June 10. Snythies and Co, Colchester Sketchley, Rev Alexander Everingham, Greenwich rd. June 24. Fowls, Lincoln's inn fields Stevens, William, Prospect place, Peckham rye, Esq. June 1. Child Paul's Bakehouse court, Doctors' commons Stuckey, William, Thorney, Somerset, Gent. June 12. Louch, Langport Sudbury, Edward, Aughton, Lancashire, Common Brewer. Aug 2. Farr and Sadler, Ormskirk Sudbury, Hannah, Aughton, Lancashire, Common Brewer. Aug 2. Farr and Sadler, Ormskirk

Sykes, Thomas Patterson, Hawkhead, Glossop, Derby, Cotton Spinner. May 3. Smith, Hyde
Till, John, Potternewton, Leeds, Farmer. June 1. Middleton and Sons, Leeds
Tonge, Morris, sen, Carlton-le-Moorland, Lincoln, Farmer. May 31.
Foster and Rodgers, New Sleaford
Tongue, Thomas, Langford, Nottingham, Farmer. July 1. Newbald and Falker, Newark
Wilby, Warner, Teston, Kent, Gent. June 12. Goodwin, Maidstone
Wild, Thomas, Weaverham, Cheshire, Yeoman. June 2. Cooke, Winsford
Wrightson, Catherine Rebecca, York. July 1. Dale, York

Bankrupts.

FRIDAY, April 16, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bowes, Alfred, Queen st, Birmoedsey, Merchant. Pet April 18. Haslitt, May 3 at 11
Gibb, John David, Bankside, Southwark, Beer Merchant. Pet April 12. Brougham, April 30 at 11

To Surrender in the Country.

Batterham, William, King's Lynn, Norfolk, Farm Bailiff. Pet April 12.
Partridge, King's Lynn, April 29 at 11
Fee, John, Sheffield, Electro Plate Manufacturer. Pet April 13. Wake, Sheffield, April 29 at 2.30
Bellivier, Ralph, and Elizabeth Horsfall, Halifax, York, Ironmongers, Pet April 13. Rankin, Halifax, May 10 at 12.30
Johnson, Samuel, Farsley, York, Waste Dealer. Pet April 12. Robinson, Bradford, April 27 at 9
Marriot, Samuel, Scarborough, York, Licensed Victualler. Pet April 14. Woodall, Scarborough, May 5 at 3
Pascoe, Charles, Evelyn st, Dentford, Carpenter. Pet April 13. Pitt-Taylor, Greenwich, April 30 at 2
Temperton, John, Leicester, Boot Manufacturer. Pet April 12. Ingram Leicester, April 27 at 12

TUESDAY, April 20, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Pelly, Albert, Finch lane, Merchant. Pet April 16. Roche, May 5 at 12

To Surrender in the Country.

Fewson, James, Kingston-upon-Hull, Wine Merchant. Pet April 18 Phillips, Kingston-upon-Hull, May 3 at 12
Haxton, William, Awarth, Nottingham, Cattle Dealer. Pet April 18. Walker, Derby, May 6 at 12
Mapleback, James, Bramhill, Southam, ton, Farmer. Pet April 15. Walker, Southampton, May 4 at 11
March, Nicholas, Isleworth, Draper. Pet April 15. Ruston, jun, Brentford, May 4 at 11.30
Martin, James, Stockton-on-Tees, Durham, Paperhanger. Pet April 16. Archer, Stockton-on-Tees, May 4 at 3.30
Parker, James Brown, Upton, Norfolk, Farmer. Pet April 17. Cooke, Norwich, May 3 at 11
Penny, Benjamin, Tendon, York, Woollen Manufacturer. Pet April 14. Marshall, Leeds, May 12 at 11
Turner, Benjamin, Newcastle-upon-Tyne, Jeweller. Pet April 15. Motimer, Newcastle, May 1 at 12
Wolegde, William Edgeron, Brighton, Sussex, Writing Clerk. Pet April 16. Evershed, Brighton, May 19 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, April 16, 1875.

Wright, Walter, Ormskirk, Lancashire, Boot Dealer. April 9

TUESDAY, April 20, 1875.

Ward, William, Lincoln, Grocer. April 13

Liquidation by Arrangement.**FIRST MEETINGS OF CREDITORS.**

FRIDAY, April 16, 1875.

Anderson, Daniel, Arlestone, Cumberland, Builder. April 30 at 12 at offices of Faison, Whitehaven
Ball, Frederick Alexander, Longsight, Lancashire, out of business. April 26 at 3 at offices of Wilde, York st, Manchester
Benyon, Edward Garrard, Portsea, Hants, Draper. May 3 at 1 at offices of Aird, Eustace
Beringer, Jacob, Falmouth, Cornwall, Jeweller. April 29 at 3 at offices of Jenkins, Post office buildings, Falmouth
Bouch, William, John's terrace, Earl's court rd, Grocer. April 28 at 2 at offices of Lase, Cornhill. Correll, Wandsworth
Burglard, Francis, and Augustus Kneel, Manchester, Merchants. April 20 at 4 at offices of Richardson and Trevor, Clarence buildings, Booth st, Manchester. Rowley and Co, Manchester
Burley, William, Plumstead, Kent, Cabinet Maker. April 30 at 3 at offices of McKown, High st, Woolwich
Barton, John, jun, Walsell, Bedford, Surgeon. April 31 at 3 at offices of Dale, Waterloo st, Birmingham
Bury, Charles James, and Roger Leech, Gracechurch st, Australian Merchants. May 11 at 2 at offices of Hardin and Co, Old Jewry. Nash and Co, Queen st
Cole, William, Tavistock, Devon, Beerhouse Keeper. May 1 at 11 at offices of Luxton, Bedford place, Tavistock
Coombe, Thomas, Plymouth, Devon, Wholesale Confectioners. April 29 at 11 at offices of Greenway and Adams, Frankfort st, Plymouth
Cox, Charles, Colchester, Essex, Pork Butcher. May 6 at 3 at the Three Caps Hotel, Colchester. Jones, Colchester
Crow, William Toddlith, Worcester, Needle Scourer. April 27 at 3 at offices of Simmons, Evesham st, Redditch
Cusack, Albert, Charlotte st, Bedford square, Licensed Victualler. April 30 at 1 at 150, Euston rd. Webb
Deacon, John, Burnham, Somerset, Butcher. April 27 at 12 at offices of Reed and Cook, King square, Bridgewater
Dicker, Henry John, Exeter, Organ Builder. May 3 at 11 at offices of Campion, Bedford circus, Exeter

Dolly, George, New Bond st, Musical Agent. April 28 at 12 at the Freemasons' Tavern, Great Queen st. Duncan and Co, Bloomsbury square
Dowling, James Lewis, Sheffield, Builder. April 29 at 11 at offices of Bennett, Norfolk st, Sheffield. Hodgson, Sheffield
Du Terreau, Louis Henry French, Park villas, Ravenscourt park, Hammermith, Journalist. April 29 at 3 at offices of Watson, Guildhall yard
Edgar, Jeremiah, Toxteth park, near Liverpool, Builder. April 28 at 11 at offices of Quelch, Dale st, Liverpool
Felgate, Samuel Robert, Hampstead rd, Hatter. April 28 at 2 at offices of Howse, Sapie Inn, Holborn. Morris
Fisher, Peter, Sutton. May 5 at 10 at offices of Grace, Hardshaw st, St Helen's
Frost, Daniel, Leicester, Carrier. May 3 at 3 at offices of Jeffery, Market square, Northampton
Fynn, Henry, Bristol, Earthenware Dealer. April 24 at 11 at offices of Esery, Guildhall, Broad st, Bristol
Gandy, John, Bliston, Stafford, Milliner. April 27 at 11 at offices of Baker, Walsall st, Willenhall
Gilham, Frederick, Hitehin, Hertford, Upholsterer. April 29 at 11 at offices of Wade and Co, Hitchin
Glover, Henry, Birmingham, Boot Manufacturer. April 28 at 11 at offices of Frise, Temple row, Birmingham
Goddard, Henry, John's terrace, Wotton rd, East Greenwich, Baker. May 4 at 12 at offices of Ruskell, Fenchurch st
Goddin, Robert, Fore st, Elmaston, Grocer. April 26 at 2 at offices of Lovelock and Whiffin, Coleman st, Robinson, Gresham House
Greenwood, James, Wakefield, York, Aerated Water Manufacturer. May 5 at 3 at the Brown Cow Hotel, Swine market, Halifax. Wainwright, Wakefield
Guttridge, Harriett, Old Basford, Nottingham, Joiner. April 30 at 12 at offices of Shelton, St Peter's Church walk, Nottingham
Guvmer, William, North Shields, Northumberland, Hurdwearman. April 27 at 12 at offices of Garbutt, Colingwood st, Newcastle-upon-Tyne
Hall, Sidney George, Bleadon, Somerset, Builder. April 31 at 2 at offices of Parsons, Athenaeum chambers, Nicholas st, Bristol. Baker and Co, Weston-super-Mare
Hamlyn, George, jun, Camborne, Cornwall, Grocer. April 24 at 1 at offices of Carlyon and Paul, Quay st, Faro. Freshair, St Ives
Harrison, Esther, Monkwearmouth, Durham, Drapery Agent. April 29 at 11 at offices of McKewen, Pawest st, Sunderland
Haves, William, Union st, Woolwich, Hammerman. May 1 at 3 at the Free Trader, Beresford st, Woolwich. Cooper, Canons lane
Herbinson, Robert McDowell, Parlington, Durham, Boot Merchant. April 29 at 12 at offices of Wilkes, Market place, Darlington
Hewlett, William Henry, Barbours, Worcester, Writing Clerk. April 23 at 11 at offices of Tree, Sansome st, Worcester
Hicks, Lewis, Crediton, Devon, Builder. April 29 at 12 at the Castle Hotel, Castle st, Exeter. Flood, Exeter
Hodgkinson, Henry, and William Sinter, Over Darwen, Picker Manufacturers. May 4 at 4 at offices of Ramwell and Co, Pall Mall, Manchester. Hindle, Over Darwen
Hollings, Edmund, Birmingham, Chemist. April 29 at 3 at offices of Wilson, Bennett's hill, Birmingham. Simmons, Birmingham
Horton, Albert, Crampton st, Walworth, Proprietor of an Entertainment. April 29 at 3 at offices of Swaine, Cheapside
Houghton, Thomas, jun, Bohnhurst, Bedford, Miller. April 29 at 12 at offices of Whyte and Piper, Dame Alice st, Bedford
Hughes, John, Tynwydd, Glamorgan. May 6 at 12 at offices of Thomas, Taft st, Pontypool
Hutches, Thomas, Tragaran, Cardigan, Draper. April 22 at 11 at offices of Lloyd, Langreter
Hurwitt, Moses, West Hartlepool, Durham, Travelling Jeweller. April 30 at 4 at offices of Todd, Surtees st, West Hartlepool
Hyams, Abrahams, Mitre st, Aldgate, Fruit Merchant. April 27 at 12 at offices of Morris, Staple Inn, Holborn
Inior, William Eardley, Newcastle-upon-Lyme, Stafford, Grocer. April 24 at 10.30 at offices of Hollishead, Market st, Tunstall
Jacobs, Emanuel, Birmingham, Factor. April 29 at 10.30 at the Queen's Hotel, Stephenson place, Birmingham. Davies, Birmingham
Jacobs, William, Kates hill, near Dudley, Worcester, Licensed Victualler. April 27 at 11 at offices of Smith, Wal-rd rd, Wednesday
Johnson, Edwin, Thurlow place, Auctioneer. April 30 at 3 at offices of Jones and Co, Lancaster place, Strand
Jones, Jabez John, Rambury, Wilts, Bacon Carer. April 27 at 2 at the Three Swans Hotel, Hungerford. Lucas, Newbury
Laughton, George, Egmont, Nottingham, Miller. April 30 at 11 at offices of Marshall and Co, East Bedford
Linnell, John, Reigate, Surrey, Grocer. April 27 at 3 at offices of Wood and Hare, Basinghall st
Living, Josiah, Great Sheiford, Cambridge, Miller. April 28 at 11 at the Red Lion Hotel, Petty Cury, Cambridge. Freeland and Bellingham, Saffron Walden
Livsey, Richard, Manchester, Draper. May 4 at 11 at offices of Hodgson, Tib lane, Manchester
Lloyd, Hugh, Llanddewibrefy, Cardigan, Shopkeeper. April 30 at 12 at 8, York st, Manchester. Jones, Aberystwyth
Longden, Thomas, Wilson, Manchester, Tailor. April 30 at 11 at offices of Bonte and Edgar, George st, Manchester
Lunn, William, Wakefield, York, Smallware Dealer. May 6 at 11 at the Queen Hotel, Bridge st, Bradford. Wainwright, Wakefield
Mattison, Joseph, Sunderland, Durham, Cabinet Maker. April 30 at 3 at offices of Bell, Lambton st, Sunderland
Maybury, George, Willenhall, Stafford, Grocer. April 29 at 11 at offices of Clarke, New rd, Willenhall
Mills, John, and Thomas Heywood, Oldham, Lancashire, Cotton Spinners. May 6 at 3 at the Clarence Hotel, Spring gardens, Manchester. Leigh, Manchester
Mitchell, Thomas, Congington Gate Post, Northumb-land, Baker. April 29 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne
Moss, Frederick, Bideston, Suffolk, Matting Manufacturer. May 5 at 12 at offices of Pollard, St Lawrence st, Ipswich
Murrell, Harriet, Half Moon passage, Leadenhall Market, Butcher. April 29 at 2 at offices of Barrett, Leadenhall st
Noble, John, Naylor's yard, Silver st, Gresham square, Carpenter. May 4 at 2 at the Guildhall Coffee House, Gresham. Shearman, Gresham st

Old, Sidney Frederick Charles, and John Richard Down, Swansea, Glamorgan, Ship Owners. April 26 at the Castle Hotel, Swansea, in lieu of the place originally named.

Palba, Frederick Sydney, Amersham vale, New cross, Commercial Traveller. April 29 at 3 at offices of Cooner, Chancery lane.

Patient, William, Brompton rd, Jeweller. May 4 at 2 at offices of Mirams, New Inn, Strand.

Perkins, Richard Orlando, Park lane, Piccadilly, Refreshment House Keeper. April 26 at 10 at offices of Long, Blackfriars rd.

Pinkard, Robert, Northampton, Currier. April 27 at 3 at offices of Beeke, Market square, Northampton.

Pitman, John, Milton, Somerset, Carpenter. May 3 at 12 at offices of Chapman, Grove rd, Weston-super-Mare.

Pole, Edward, Birmingham, Commission Agent. April 24 at 10.15 at offices of East, Colmore row, Birmingham.

Poole, William, Manchester, Agent. May 4 at 3 at offices of Bent, Piccadilly, Manchester.

Roberts, Robert, Wigan, Lancashire, General Dealer. April 29 at 11 at offices of Byrom, King st, Wigan.

Robinson, Joseph, Preston, Lancashire, Flagger. April 25 at 2 at offices of Curcliffe and Watson, Winckley st, Preston.

Robinson, Joseph Henry, Wellingborough, Northampton, Coal Merchant. April 30 at 1 at the Bell Hotel, Humberstone gate, Leicester.

Burnham and Henry, Wellingborough.

Sayer, William, sen, and William Sayer, jun, Thornley, Durham, Grocers. April 28 at 11 at offices of Stevenson and Meek, Chancery lane, Dartington.

Simmons, John, Rectory grove, Woolwich, Whitesmith. May 1 at 1 at the Wheatheaf, Henry st, Woolwich.

Cooper, Chancery lane.

Snowdon, James Wild, William Robert Snowdon, and Athol Snowdon, Finsbury pavement, Upholsterers. April 30 at 3 at the Guildhall Coffee House, Taylor and Co.

Stone, Robert Atwood, Liverpool, Master Mariner. April 26 at 3 at offices of Wilson, Liverpool.

Sunderland, William, Halifax, York, Grocer. April 29 at 11 at offices of Jubb, Barum top, Halifax.

Taylor, Dorothy, Bowden, York, Ironmonger. April 29 at 4 at offices of Pickering, Parliament st, Hull. Hind, Coole.

Taylor, Joseph, Bowden, York, Tinplate Worker. April 29 at 3 at offices of Pickering, Parliament st, Hull. Hind, Coole.

Tolley, James, Harrow rd, China Dealer's Manager. April 29 at 3 at offices of Reader, Gray's inn square.

Washington, Albert William, Stoke-upon-Trent, Stafford, Boat Maker. April 26 at 3 at offices of Ashmall, Chesapeake, Hanley.

Wells, John, Witney, Oxford, Plumber. May 4 at 11.30 at offices of Mallam, High st, Oxford.

Wells, Joseph, Goldhawk mews, Shepherd's Bush, C.B. Proprietor. April 25 at 3 at offices of Dormer, Moorgate st, Pullen, Cloisters, Temple.

West, Lewis Berrett, St. Mary's grove park, Chiswick, Gert. April 23 at 12 at the Guildhall Tavern. Preston, East India avenue, Leadenhall st.

Whitfield, John, Liverpool, Cart Owner. April 30 at 3 at offices of Lowe, Castle st, Liverpool.

Whitney, John, Watlington, Norfolk, Brick Maker. April 30 at 1.30 at the Globe Hotel, King's Lynn, Norfolk.

Oliard and Co, Wisbech.

Williams, Robert, Corwen, Merioneth, Plumber. April 29 at 12 at the Lion Hotel, Wrexham. James, Corwen.

Williamson, Robert, Blackburn, Lancashire, Innkeeper. April 24 at 2 at the Golden Lion Inn, Church st, Blackburn. Edleston, Preston.

Winterbottom, John, Bridecock, New Brighton, Cheshire, Newsagent. April 29 at 3 at offices of Lawrence and Dixon, Harrington st, Liverpool.

Wiskay, Moritz, Fulgrim st, Leather Bag Manufacturer. April 29 at 2 at offices of Nicholson, London bridge railway approach. Bonquet.

Xewdale, William, Poole, Yorks, Manufacturer. April 29 at 2 at offices of Pullan, Bank chambers, Park row, Leeds.

TUESDAY, April 20, 1875.

Ambler, Mordecai, Halifax, York, out of business. May 3 at 4 at offices of Storey, Chesapeake, Halifax.

Ambler, William, Manchester, Attorney-at-Law. May 12 at 3 at offices of Horner and Son, Ridgfield, Manchester.

Baber, William, Gutter lane, Licensed Victualler. May 12 at 2 at offices of Slater and Fannell, Guildhall chambers, Basinghall st. Hawnt, Nicholas lane.

Balles, Michael, Durham, Grocer. May 5 at 12 at offices of Brignall, jun, Saddler st, Durham.

Baker, Benjamin Boutell, Colchester, Essex, Corn Merchant. April 30 at 11 at offices of Jones, Butt rd, Colchester.

Ball, Frederic, Heath town, Stratford, Grover. May 1 at 10.15 at offices of Stratton and Rudland, Queen st, Wolverhampton.

Barnett, Morris, Cutler st, Hoardsitch, Warehouseman. May 3 at 3 at the Guildhall Coffee House, Gresham st. Piesse and Son, Old Jewry chambers.

Bates, Frederick, Chesterfield, Derby, Coach Builder. May 7 at 3 at offices of Gee, High st, Chesterfield.

Bell, Thomas, Monkwearmouth, Durham, out of business. April 30 at 12 at offices of Tilley, Norfolk st, Sunderland.

Blakemore, William Edward, Birmingham, Pocket Book Manufacturer. May 6 at 3 at offices of Wilson, Bennett's hill, Birmingham. Simmons, Birmingham.

Bramham, Charles, Mexborough, York, Stonemason. May 4 at 3 at offices of Whitfield and Taylor, Howard st, Rotham.

Bryant, Frank, Cheltenham, Gloucester, Fishmonger. May 5 at 11 at offices of Fruen, Regent st, Cheltenham.

Cattermole, Richard Montague, Thurston rd, Lewisham, Accountant's Clerk. April 30 at 2 at offices of Pudmore, Union court, Old Broad st.

Clancy, Margaret, Finsbury pavement, Costume Manufacturer. April 27 at 3 at offices of Munton and Morris, Lambeth hill, Queen Victoria st.

Cloagh, John Wilkinson, Bradford, York, Tinner. May 3 at 11 at offices of Terry and Robinson, Market st, Bradford.

Cole, William, Bishopwearmouth, Durham, Builder. May 1 at 12 at offices of Skinner, John st, Sunderland.

Colliers, Two nas, Aston, nr Birmingham, Licensed Victualler. April 30 at 11 at offices of Ansell, Temple st, Birmingham.

Culley, Michael, Manchester, Flagger. May 4 at 3 at offices of Simpson Kennedy st, Manchester.

Curton, William, Nantwich, Cheshire, Grocer. May 3 at 2 at the Royal Hotel, Crewe. Lisle, Nantwich.

Davies, James Taylor Neden, Manchester, Wholesale Ironmonger. May 3 at offices of Richardson, Kennedy st, Manchester, in lieu of the place originally named.

De Mortimer-McIntosh, Charles Harry, Albany rd, Old Kent rd, Managing Law Clerk. April 29 at 2 at offices of Gray, Bell yard, Doctors' commons.

Drake, Joseph, Halifax, York, Contractor. May 4 at 3 at the Talbot Hotel, Halifax. Leeming, Halifax.

Eastwood, Smith, Soles, York, Stonemason. May 1 at 3.30 at offices of Schofield and Taylor, Northgate, Cleckheaton.

Edwards, Charles Stuart, Watling st, Warehouseman. April 26 at 3 at 145, Chesapeake. Books and Co, King st, Chesapeake.

Edwards, William, Blaina, Monmouth, Grocer. May 3 at 3 at the Queen's Hotel, Newport. Harris, Tredegar.

Elkington, William, Buckingham, Grocer. May 1 at 11 at the Swan and Castle Hotel, Buckingham. Kilbr and Co, Banbury.

Evans, William, Brecon, Bu'cher. May 6 at 11 at the George Hotel, George st, Brecon. Jeynt Birmingham.

Farmer, John Seymour, Littleton Hill, West Lavington, Wilts, Miller. May 3 at 1 at offices of Smith, High st, Devizes.

Ford, Arthur, Bedford, China Dealer. April 29 at 11 at offices of Stimson, Mill st, Bedford.

Fox, Edmund Kay, and William Henry Wilkinson, Bradford, York, Wool Staplers. April 30 at 11 at offices of Terry and Robinson, Market st, Bradford.

Fox, Robert, Scarborough, York, Book Dealer. May 3 at 2 at offices of Cornwall and Co, Queen st, Scarborough.

Galloway, John, Felling, Durham, General Dealer. April 24 at 3 at offices of Harle and Co, Akenhead hill, Newcastle-upon-Tyne.

Gibson, Alfred Peter, Botolph alley, Eastcheap, Bookbinder. April 26 at 2 at the Swan Tavern, Great Dover st, Borough. Waring, Ludgate hill.

Gidding, John William, and David Sladding, Bishopgate st without, Drapers. May 5 at 2 at offices of Slater and Fannell, Guildhall chambers, Basinghall st. Webb and Co, Arzyl st.

Glitsen-tein, Frederick, Muscovy court, Tower hill, Merchant. May 6 at 2 at offices of Dubois, Gresham building, Basinghall st. Murray, Sackville st, Piccadilly.

Greenep, John, and Henry King, Bristol, Boot Manufacturer. May 3 at 2.30 at offices of Nicholson, London bridge railway approach. Beckenham, Bristol.

Henshall, William, Winsford, Cheshire, Builder. May 8 at 10 at the Town Bridge Lectars Room, Northwich. Fletcher, Northwich.

Hobson, John, South Stockton, York, Grocer. May 4 at 11 at offices of Trotter, High st, Stockton-on-Tees.

Huxley, Thomas William, Alcester, Warwick, Painter. May 5 at 10 at offices of Jones, Alcester.

Im Thurn, John Conrad, East India avenue, Leadenhall st, Merchant. June 16 at 1 at the Cannon at Hotel. Nicholson and Co, Lime st.

Jeffrey, John, Bow st, Registrar of Births. May 3 at 3 at offices of Houlder, Aldersgate st.

Jones, Thomas, Newbridge, Monmouth, Builder. May 3 at 2 at offices of Pain and Son, Dock st, Newport.

Lacey, Benjamin, Middlesbrough, York, Chairmaker. May 6 at 3 at offices of Draper, Stockton-on-Tees.

Lewis, Abraham, Newcastle-upon-Tyne, Jeweller. May 5 at 2 at the Hen and Chickens Hotel, New st, Birmingham. Joel, Newcastle-on-Tyne.

Martin, William Rose, Liverpool, Stock Broker. May 4 at 7 at offices of Gibson and Bolland, South John st, Liverpool. Hunter, jun, Liverpool.

Mendelssohn, Albert, Fetter lane, Fine Art Publisher. May 6 at 3 at offices of Davies, Farnival's inn, Holborn.

Mills, John, and Thomas Heywood, Oldham, Lancashire, Cotton Spinners. May 7 at 3 at the Clarence Hotel, Spring gardens, Manchester. Leigh, Manchester.

Milton, George, Brighton, Sussex, Cutler. May 8 at 12 at 145, Chesapeake. Black and Co, Brighton.

Morgan, John Williams, Carnarvon, Grocer. May 3 at 1 at the Castle Hotel, Bangor. Roberts, Bangor.

Morison, John, Goodman's yard, Minrics, Merchant. May 6 at 12 at the Guildhall Coffee House, Gresham st. Phelps and Sidgwick, Gresham st.

Morsman, Jesse, Grove place, Lisson grove, Builder. May 12 at 12 at offices of Deane and Co, South square, Gray's inn.

Orchard, John, Long Eaton, Derby, Lees Maker. May 4 at 3 at the Nag's Head Inn, Sneyce st, Nottingham. Briggs, Derby.

Parnaby, George Thomas, Preston, Lancashire, Engineer. April 30 at 11 at offices of Forshaw, Cannon st, Preston.

Perry, Joseph John, and George Goodell, Broad st, Golden square, Ironmongers. May 4 at 2 at offices of Board, Paternoster row. Wells, Paternoster row.

Phillips, David, Wolverhampton, Staff rd, Miller. May 5 at 2.30 at offices of Glover, Park st, Walsall.

Phipp, James William, and Samuel Perret, Devizes, Wilts, Hauliers. May 3 at 11 at offices of Randall, Exchange place, Devizes. Day, Devizes.

Pilley, Henry Lindley, Mount Pleasant lane, Upper Clifton, Clerk. May 3 at 3 at the London Tavern, Bishopgate st within. Simpson and Cullinard, Gracechurch st.

Plant, Thomas, Birmingham, out of business. April 27 at 11 at the White Horse Hotel, Congrove st, Birmingham.

Radden, Henry, Chorlton-on-Medlock, Lancashire, Hair Manufacturer. May 5 at 3 at the Commercial Inn, Ridgfield, John Dalton st, Manchester.

Rees, John Rogers, Swansea, Glamorgan, Spirit Merchant. May 3 at 3 at the Mackworth Arms Hotel, Swansea. Field.

Roberts, Anne, Birkenhead, Cheshire, Grocer. May 1 at 11 at offices of Newson, Duncan st, Birkenhead.

Richardson, William, Sutton, Surrey, Sanitary Inspector. May 4 at 1 at offices of Crummond, Carrer lane, Doctors' commons.

Savery, Edwin, jun, Bexley, Kent, Builder. May 1 at 12 at offices of Nutt and Co, Brabart court, St Benet place.

Sellick, Reuben Francis, Exeter, Butcher. May 3 at 12 at the Bristol Inn, Exeter. Peyton, Exeter.
 Sheppard, Frederick Charles, Newcastle-on-Tyne, Accountant. April 30 at 11 at the Court House, Westgate rd, Newcastle-upon-Tyne. Oliver, Durham.
 Simmen, Henry, Bristol, Boot Dealer. April 30 at 12 at offices of Benson and Thomas, Broad st, Bristol.
 Simmons, Edward, Portsea, Hants, Upholsterer. April 30 at 12 at 145, Chesapeake. Blake, Portsea.
 South, Edward William, Kings rd, Borough rd, Southwark, Waste Paper Dealer. April 24 at 11 at 1, Hare st, Fleet st. Ody.
 Thomas, Leopold Pollard, James st, Buckingham gate, no trade. May 4 at 2 at the Inns of Court Hotel, Holborn. Lumley and Lumley, Conduit st.
 Tily, James, Richmond, Surrey, Doctor of Medicine. May 1 at 1 at offices of Cooke, Gray's inn square.
 Tiplady, Joseph, Hebburn New town, Durham, Ale Merchant. May 7 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne.
 Trevor, William Durant, Cardiff, Glamorgan, Clothier. May 6 at 11 at offices of Morris, High st, Cardiff.
 Turner, Henry Robert, Cambridge, Innkeeper. May 3 at 12 at the Bell Hotel, Mildenhall.
 Vaughan, William, Chirk, Denbigh, Tailor. May 3 at 11 at the Queen's Hotel, Oswestry. Dorme, Oswestry.
 Warren, Benjamin Adam, Clapham rd, Grocer. April 28 at 2 at offices of Bradley, Mark lane.
 Wilderspin, Isaac, Boxworth, Cambridge, General Shop Keeper. May 4 at 1 at the Railway Inn, Cambridge. Hicks, Globe rd, Mile End.
 Wilson, James Montgomery, Fenchurch st, Engineer. April 28 at 2 at offices of Lea, Old Jewry chambers.
 Wolff, Julius, Liverpool, Emigration Agent. May 3 at 11 at offices of Cotton, South John st, Liverpool.
 Wright, Robert, Harton, York, Farmer. May 1 at 10 at offices of Crumlie, Stonegate, York.

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